

12/23/16
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Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/9/2015
Clerk's File #	OPR 2016-0010
Renews #	
Cross Ref #	OPR 2015-0212
Project #	
Bid #	
Requisition #	

Submitting Dept:	HISTORIC PRESERVATION
Contact Name/Phone	MEGAN 625-6543
Contact E-Mail	MDUVALL@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0780 - HISTORIC PRESERVATION INTERLOCAL AGREEMENT 2016 - 2018

Agenda Wording

Historic Preservation Interlocal Agreement between the City of Spokane and County of Spokane.

Summary (Background)

The Spokane Historic Preservation Office has staffed Spokane County's Historic Preservation Certified Local Government Program since its inception in the 1980s. Spokane County has committed to \$30,000 of funding annually each year from 2016-2018 for the Historic Preservation Office at the City of Spokane to provide services to the unincorporated County as well as incorporated cities with populations under 5,000.00.

Fiscal Impact	Budget Account
Revenue \$ 90,000.00	# 0470 53610 99999 33819 99999
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	MEULER, LOUIS	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PCED 12/7/15
Finance	KECK, KATHLEEN	Distribution List	
Legal	PICCOLO, MIKE	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	mduvall@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing		evance@spokanecity.org	
		jahensley@spokanecity.org	
		Kari Grytdal/Spokane Cnty	

APPROVED BY
SPOKANE CITY COUNCIL:

1/4/2016
Jeri Roberts
CITY CLERK

HISTORIC PRESERVATION INTERLOCAL AGREEMENT
(January 1, 2016-December 31, 2018)

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, 2016 and run through December 31, 2018 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, 2016 to December 31, 2016 THIRTY THOUSAND DOLLARS (\$30,000), January 1, 2017 to December 31, 2017 THIRTY THOUSAND DOLLARS (\$30,000), and January 1, 2018 to December 31, 2018 THIRTY THOUSAND DOLLARS (\$30,000). 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) per calendar year payable in equal semi-annual installments of FIFTEEN THOUSAND DOLLARS (\$15,000). 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 Business and Developer Service 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 Business and Developer 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.040 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: _____



CITY OF SPOKANE

By: Dawn A. Cullen

Title: Mayor

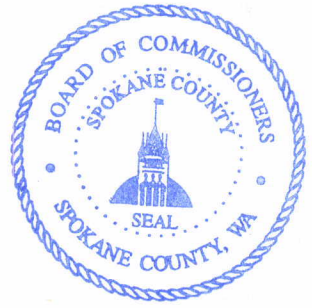
ATTEST: _____

Laura J. ...
City Clerk (Acting)

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney

DATED: 2-16-16



BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ATTEST: _____

Ginna Vasquez
Ginna Vasquez
Clerk of the Board

[Signature]

SHELLY O'QUINN, Chair

[Signature]
AL FRENCH, Vice Chair

VACANT

Commissioner

16 - 0148

ATTACHMENT “A”
Scope of Work
January 1, 2016-December 31, 2018
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.
- **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.

04.06.15



Agenda Sheet for City Council Meeting of:
03/16/2015

Date Rec'd	3/4/2015
Clerk's File #	OPR 2015-0212
Renews #	OPR 2014-0542
Cross Ref #	
Project #	
Bid #	
Requisition #	REVENUE

Submitting Dept	HISTORIC PRESERVATION
Contact Name/Phone	MEGAN 625-6543
Contact E-Mail	MDUVALL@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0470 - 2015 HISTORIC PRESERVATION INTERLOCAL AGREEMENT

Agenda Wording

2015 Historic Preservation Interlocal Agreement between the City of Spokane and County of Spokane.

Summary (Background)

This Interlocal Grant Agreement is for the purpose of continuing the relationship between the City and the County in order to provide for historic preservation.

Fiscal Impact	Budget Account
Revenue \$ 30,000.00	# 0470 53610 99999 33819
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	DUVALL, MEGAN	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	
Finance	SALSTROM, JOHN	Distribution List	
Legal	WHALEY, HUNT	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	cbrazington@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing		amcgee@spokanecity.org	
		mduvall@spokanecity.org	
		jahensley@spokanecity.org	

APPROVED BY SPOKANE CITY COUNCIL ON
 3/16/2015
 [Signature]
 SPOKANE CITY CLERK

#4

2015 HISTORIC PRESERVATION INTERLOCAL AGREEMENT

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 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 outline 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"

Additionally, Attachment "A" sets forth "goals" associated with each identified service.

This Agreement shall be effective January 1, 2015 and running through December 31, 2015, 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 in 2015 is THIRTY THOUSAND DOLLARS (\$30,000.00).

SECTION NO. 5: PAYMENT

The COUNTY shall pay the CITY the above THIRTY THOUSAND DOLLARS (\$30,000) in two equal installments of FIFTEEN THOUSAND DOLLARS (\$15,000) each. The first installment shall be due on or after July 1, 2015. The second installment shall be due on or after December 1, 2015. The CITY shall bill the COUNTY for its second installment no later than January 15, 2016.

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 OUTSIDE AGENCY GRANT PROGRAM 2015 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 set forth above.

SECTION NO. 6: ADMINISTRATION

- A. The City of Spokane Business and Developer Service 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 Business and Developer 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

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SECTION NO. 17: HEADINGS

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SECTION NO. 18: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

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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: COUNTY REPRESENTATIVE

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 Economic Development 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.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 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. 17 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: _____

CITY OF SPOKANE

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

DATED: March 20, 2015 CITY OF SPOKANE

By: David A. Condon

Title: David A. Condon
Mayor
City of Spokane

ATTEST:

Leri Hyde
City Clerk

APPROVED AS TO FORM:

Michael J. Piroch
Assistant City Attorney

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

TODD MIELKE, Chair

ATTEST:

SHELLY O'QUINN, Vice Chair

Daniela Erickson
Clerk of the Board

AL FRENCH, Commissioner



**ATTACHMENT “A”
2015 Scope of Work
Historic Preservation Interlocal Agreement Services**

Identification and Monitoring of Historic Resources

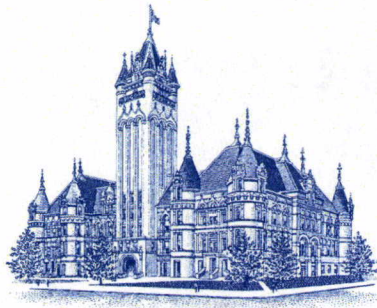
- **Goal:** The City will oversee the responsibilities of historic preservation in unincorporated Spokane County.
- **Goal:** The City will oversee the responsibilities of historic preservation within cities within Spokane County having a population of less than 5000 when authorized by the County.
- **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 professional training for staff and the development community in the application of the International Existing Building Code and Energy Codes.



SPOKANE COUNTY

“Attachment B” OUTSIDE AGENCY GRANT PROGRAM 2015 Report Form

Date of Report: _____

Organization Information

Name of organization *Legal name, if different*

Program name (if applicable)

Contact person *Phone* *E-mail*

Grant Information

Provide a short summary description of funded program and what it will accomplish:

Check one:
Interim Report _____ Final Report _____

Report Narrative

Please use the following format for a narrative report. Your report should only be 2-3 pages in length.

1. Please briefly outline your original goals and objectives, as stated in your proposal and the 2015 Agreement between your agency and Spokane County, with particular focus on outcome measures, i.e. new tax revenue generated, dollar value of economic impact, etc. and specifying impact on/in unincorporated Spokane County as much as possible.
2. What progress have you made toward your original goals and objectives? Please provide specific outcome measurements, when possible. What activities led to meeting these goals and objectives?
3. If applicable, describe the population served or impacted during the grant period to date. Use numbers and demographics and geographic location (i.e. numbers served or jobs created/retained in unincorporated Spokane County, City of Spokane, City of Spokane Valley, etc.).
4. Were there any unanticipated results, either positive or negative? Will this result in any changes?
5. *(for program/project grants only)* What are your future plans for sustaining this program or project?
6. Are there any other important outcomes as a result of this grant?

Outreach & Marketing/Program Materials

Please attach copies of any relevant outreach and marketing or other program materials produced which identify Spokane County as a sponsor/supporter.

Financials

Please attach an updated version of the Program/Project Budget Worksheet you submitted with your original application reflecting ACUTAL EXPENDITURES for which you are seeking payment, any changes that may have occurred during the grant period to date, including ACTUAL REVENUES.



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD
SPOKANE, WASHINGTON 99201-3342
509.625.6350

September 22, 2014


City Clerk File No.:
OPR 2014-0542

COUNCIL ACTION MEMORANDUM

RE: 2014 HISTORIC PRESERVATION INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SPOKANE AND COUNTY OF SPOKANE

During the Spokane City Council's 3:30 p.m. Administrative Session held Monday, September 15, 2014, upon review of the September 15 Current Agenda, Council President Stuckart requested a motion to table indefinitely the Interlocal Agreement with Spokane County for Historic Preservation Services. He noted he would like to move toward a model where the Landmarks Commission is controlled by the City of Spokane. Subsequently, the following action was taken:

Motion by Council Member Mumm, seconded by Council Member Snyder, **to table indefinitely** the Interlocal Agreement with Spokane County for Historic Preservation Services for 2014; **carried unanimously.**



Terri L. Pfister, MMC
Spokane City Clerk



Agenda Sheet for City Council Meeting of:

08/11/2014

Date Rec'd	7/30/2014
Clerk's File #	OPR 2014-0542
Renews #	OPR 2013-0721

Submitting Dept	HISTORIC PRESERVATION	Cross Ref #	
Contact Name/Phone	SCOTT CHESNEY 625-6061	Project #	
Contact E-Mail	SCHESENEY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0470 - 2014 HISTORIC PRESERVATION INTERLOCAL AGREEMENT		

Agenda Wording

2014 Historic Preservation Interlocal Agreement between the City of Spokane and County of Spokane.

Summary (Background)

This Interlocal Grant Agreement is for the purpose of continuing the relationship between the City and the County in order to provide for historic preservation.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Revenue	\$ 5,000.00	#	0470-53610-99999-33819
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CHESNEY, SCOTT	<u>Study Session</u>	
<u>Division Director</u>	QUINTRALL, JAN	<u>Other</u>	
<u>Finance</u>	LESENE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	schesney@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	cbrazington@spokanecity.org	
<u>Additional Approvals</u>		jhaegele@spokanecity.org	
<u>Purchasing</u>		mhuges@spokanecity.org	

2014 HISTORIC PRESERVATION INTERLOCAL AGREEMENT

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 by ordinance has created the City of Spokane Historic Landmarks Commission, which is responsible for the stewardship of historic properties in the City of Spokane, and which may assume that stewardship for the unincorporated areas of the County, and incorporated towns upon their request; and

WHEREAS, the CITY is able to provide landmark designation and protection services to other local governmental entities within Spokane County; and

WHEREAS, it is in the public interest that jurisdictions cooperate to provide efficient and cost effective landmark designation and protection services to interested property owners and to the benefit of the general public; and

WHEREAS, pursuant to chapter 39.34 RCW, the Interlocal Cooperation Act, the PARTIES are each authorized to enter into an agreement for cooperative action; 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 services.

NOW THEREFORE the PARTIES agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is 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 outline in the in the attached Attachment "A" entitled "Scope of Services". Specific 2014 outcome measures include:

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

SECTION NO. 3: DURATION

This Agreement shall be effective upon acceptance and signature of all PARTIES and shall terminate December 31, 2014, unless terminated earlier.

SECTION NO. 4: FINANCING

The CITY will oversee the responsibilities of historic preservation in unincorporated Spokane County and cities within Spokane County having a population of less than 5000 when authorized by the County, on a time-and-materials basis. The CITY will create and deliver an invoice of charges to the COUNTY on a monthly basis.

Hourly fees for 2014 are as follows:

Historic Preservation Officer/ Principal professional staff.....	\$125.00
Associate professional staff.....	\$95.00
Assistant professional staff.....	\$75.00
Administrative Professional	\$50.00

All other expenses will be billed at cost.

For individual projects expected to exceed ten (10) hours in professional services within a calendar month or individual applications for Spokane or National Register status, a subsequent project agreement shall be approved by the Director of Planning & Development for the City of Spokane and the Chief Executive Officer of Spokane County. The project agreement shall set forth the hourly fee for services and the scope of work.

The total amount paid by the COUNTY for calendar year 2014 shall not exceed \$5000.00 without prior written consent of the COUNTY.

SECTION NO. 5: PAYMENT

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.

SECTION NO. 6: ADMINISTRATION

- A. **CITY:** The Director of Planning & Development shall be in charge of administering this Agreement and ensuring that payment is made to the CITY for the purpose of financing historic preservation services. 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. **COUNTY:** The COUNTY hereby appoints and the CITY hereby accepts the COUNTY'S Grants Administrator or his/her designee, as the COUNTY'S liaison for the purpose of administering this Agreement.

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: Chief Executive Officer
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 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. 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 have 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 Party's 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

Either 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 either 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 COUNTY representatives 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: 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. 21: 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. 22: PUBLICATION

The 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. 23: NONDISCRIMINATION

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.

SECTION NO. 23: INSURANCE

During the term of the Agreement, the CITY and COUNTY shall each maintain in force at its sole expense, each insurance noted below:

- A. Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice by a Party to the other Party. Verification of insurance coverages shall be provided upon request.

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 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 place it on its web site or other electronically retrievable public source.
- 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: _____

CITY OF SPOKANE

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

Assistant City Attorney

DATED: July 15, 2014

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

Daniela Erickson
Daniela Erickson
Clerk of the Board

Al French
AL FRENCH, Chair

Todd Mielke
TODD MIELKE, Vice Chair

Shelly O'Quinn
SHELLY O'QUINN, Commissioner

ATTACHMENT "A"
SCOPE OF SERVICES

Attachment "A"
2014 Scope of Work
Spokane County Historic Preservation services

Identification and Monitoring of Historic Resources

- Goal: Continue to maintain a computerized historic property inventory database of all county properties (benefits city/county departments 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 professional training for staff and the development community in the application of the International Existing Building Code and Energy Codes.

NO. 14-0583

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 YEAR 2014)

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, 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, district, buildings, and objects which reflect outstanding elements of historic, archaeological, 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; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, that either the Chair of the Board, or a majority of the Board, be and is hereby authorized to execute, at other than an open meeting, an agreement entitled "2014 HISTORIC PRESERVATION 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 services for calendar year 2014.

PASSED AND ADOPTED this 15th day of July, 2014.



BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Al French
AL FRENCH, chair

Todd Mielke
TODD MIELKE, Vice-Chair

Shelly O'Quinn
SHELLY O'QUINN, Commissioner

ATTEST:

Daniela Erickson
Daniela Erickson
Clerk of the Board

11/02/13

	Agenda Sheet for City Council Meeting of: 10/14/2013		Date Rec'd 10/2/2013
			Clerk's File # OPR 2013-0721
			Renews #
Submitting Dept	PLANNING & DEVELOPMENT		Cross Ref #
Contact Name/Phone	KRISTEN GRIFFIN 625-6543		Project #
Contact E-Mail	KGRIFFIN@SPOKANECITY.ORG		Bid #
Agenda Item Type	Contract Item		Requisition #
Agenda Item Name	0650-2013 HISTORIC PRESERVATION INTERLOCAL AGREEMENT		

Agenda Wording
 Interlocal Agreement between the City of Spokane and the County of Spokane for 2013 Historic Preservation.

Summary (Background)
 This Interlocal Grant Agreement is for the purpose of continuing the relationship between the City and the County in order to provide for historic preservation.

Fiscal Impact	Budget Account
Revenue \$ 5,000.00	# 0470 53610 99999 33819
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	CHESNEY, SCOTT	Study Session	
Division Director	CHESNEY, SCOTT	Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	kgriffin@spokanecity.org	
Additional Approvals		jhaegele@spokanecity.org	
Purchasing		mhughes@spokanecity.org	
		cbrazington@spokanecity.org	
		htrautman@spokanecity.org	

APPROVED BY SPOKANE CITY COUNCIL ON
 10/14/2013

 SPOKANE CITY CLERK

RECEIVED
11.08.2013
CITY CLERK'S OFFICE
SPOKANE, WA

2013 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 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. 2013 Outcome Measures include:

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

SECTION NO. 3: DURATION

This Agreement shall be effective January 1, 2013, through December 31, 2013, unless terminated

earlier by the Parties.

SECTION NO. 4: FINANCING

The total funding for the City Department of Historic Preservation and the Landmarks Commission as presented in the 2013 Outside Agency Grant Application submitted by the Spokane City Department of Historic Preservation is ONE HUNDRED ~~EIGHTY~~ FIVE THOUSAND AND 00/100 DOLLARS (\$185,000.00). This sum shall be paid from the following sources: ⁺⁴ ^{10/10/13} *NINE HUNDRED TWENTY-FIVE*

City General Fund	\$130,925.00
County General Fund	<u>\$ 5,000.00</u>
TOTAL:	<u>\$135,925.00</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 COUNTY shall pay the CITY the above \$5,000.00 in two equal installments of \$2,500.00 each. The first installment shall be due on or after July 1, 2013. The second installment shall be due on or after December 1, 2013. The CITY shall bill the COUNTY for its second installment no later than January 15, 2014.

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 OUTSIDE AGENCY GRANT PROGRAM 2013 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 set forth above.

Corrected 10/10/13

SECTION NO. 6: ADMINISTRATION

- A. The Deputy Mayor 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 Deputy Mayor.

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. Jennifer Stapleton
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 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: COUNTY REPRESENTATIVE

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 Economic Development 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 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 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. 17 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: 10/17/13

CITY OF SPOKANE
By: [Signature]
for: Mayor

ATTEST:
[Signature]
City Clerk

APPROVED AS TO FORM:
[Signature]
Assistant City Attorney

DATED: 11/5/2013

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ATTEST:

[Signature]
SHELLY O'QUINN, Chair

By: [Signature]
Daniela Erickson
Clerk of the Board

[Signature]
AL FRENCH, Vice Chair

[Signature]
TODD MIELKE, Commissioner

APPROVED AS TO FORM:
[Signature]
Deputy Prosecuting Attorney



Attachment "A"
2013 Scope of Work
Spokane County Historic Preservation services

Identification and Monitoring of Historic Resources

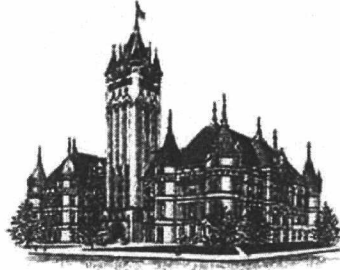
- Goal: Continue to maintain a computerized historic property inventory database of all county properties (benefits city/county departments and citizens).

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 professional training for staff and the development community in the application of the International Existing Building Code and Energy Codes.



SPOKANE COUNTY

“Attachment B” OUTSIDE AGENCY GRANT PROGRAM 2013 Report Form

Date of Report: 7-20-2013 (Final)

Organization Information

Spokane City-County Historic Preservation Office
Name of organization Legal name, if different

Program name (if applicable)
Kristen Griffin, Historic Preservation Officer 509-625-6543
Contact person Phone E-mail kgriffin@spokaneccity.org

Grant Information

Provide a short summary description of funded program and what it will accomplish:

The City/County Historic Preservation Office (HPO) received \$5,000 in funding from Spokane County in 2013 to support operation of the City/County Historic Preservation Office, which includes the City/County Historic Landmarks Commission. As outlined in a City/County Interlocal Agreement, funding helped the office maintain Certified Local Government Status, identify and monitor historic resources, and provide preservation-related Community Service. Funding also helped Spokane County meet its objectives for historic preservation and management of cultural resources, as stated in the Spokane County historic preservation ordinance and other documents and plans relating to historic preservation.

Interim Report _____ Final Report ✓

Submitted by: Kristen Griffin, Historic Preservation Officer
Date submitted: September 20, 2013
Report Type: Final

Report on 2013 Outside-Agency Grant Funding: Spokane City/County Historic Preservation Office

The City/County Historic Preservation Office (HPO) received \$5,000 in funding from Spokane County in 2013 to support operation of the City/County Historic Preservation Office, which includes the City/County Historic Landmarks Commission. This report describes the progress toward the objectives outlined in Attachment A of the 2013 Interlocal Agreement.

Program Objectives:

As outlined in the 2013 Interlocal Agreement, funding supported progress toward three specific "Outcome Measures" of Attachment A. However one of the basic functions of the City/County Historic Preservation Office is to help the Spokane County meet its objectives for historic preservation and management of cultural resources, as stated in the Spokane County historic preservation ordinance and other documents and plans relating to historic preservation:

- *The City and County find that the establishment of a landmarks commission with specific duties 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 is a public necessity (SCC 1.48.010 & SMC 17D.040.010)*
- *The City and County shall, by interlocal agreement, provide, at a minimum, funds for an historic preservation officer and operational support (SCC 1.48.080)*
- The Spokane County Comprehensive Plan (and the City of Spokane Comprehensive Plan) objectives for historic preservation noted in sections on Cultural Resources Management, Economic Development, and Urban Design and Historic Preservation.
- The policies, mandates, programs and objectives of Title 1-1.48 (subsections 010 through 780) of the Municipal Code of the County of Spokane Washington and the Spokane Municipal Code in 17D.040 (subsections 010 through 300).

Outcome Measures for 2013:

The Interlocal Agreement funded by the County for 2013 identified three specific "Outcome Measures" for the City/County Historic Preservation Office in 2013 (refer to Attachment A):

Identify and Monitor Historic Resources

Objective: Continue to maintain computerized historic property inventory database of all historic properties on the Spokane Register of Historic Places in unincorporated Spokane County for the benefit of city/county departments and citizens. **Progress:** The historic property register and inventory has been maintained and updated. The website continues to be updated and improved for efficiency. This year inventory data was transmitted to the Department of Archaeology and Historic Preservation to support the Statewide Inventory. An intern has been appointed to complete a project to track and record information

Submitted by: Kristen Griffin, Historic Preservation Officer
Date submitted: September 20, 2013
Report Type: Final

on historic property easements in Spokane County. The project is underway and will be substantially completed by the end of 2013.

Maintain “Certified” Status

Objective: Carry out duties as Certified Local Government; fulfilling program obligations, which allow “Established” status and eligibility for grants.

Progress: The program met all obligations (reporting and statewide program participation) for both City and County CLGs. Certified status was maintained. As required, the Historic Preservation Office and Landmarks Commission upheld the National Historic Preservation Act within the jurisdictions. The Landmarks Commission will have convened eight regular Public Hearings by the end of 2013. A CLG grant project was completed (project was to present a workshop on overcoming building and energy code issues for historic rehabilitation projects).

Objective: Process applications for Spokane and National Register status for Spokane County Properties.

Progress: Spokane Register current information as of September: One new nomination to the Spokane Register has been reviewed and recommended for listing on the Spokane Register: Palmer-Abbeal-Sprague Farmhouse and Barn. This property is located in unincorporated Spokane County. Initial County Commissioner’s briefing is scheduled for September 24th. The Ridpath Hotel at 514 W 1st Ave is also scheduled for review in October.

Progress: National Register current information as of September: Ten nominations for listing on the National Register are being reviewed for the October Landmarks Commission. With the Commission’s recommendations, these National Register nominations will be forwarded by the State to the National Park Service for nomination to the National Register of Historic Places. None are in the unincorporated Spokane County.

Objective: Monitor activity on Spokane Register listings in Spokane County per recorded Management Agreement contracts.

The Historic Preservation Office provides review and assistance to properties with three types of historic property designations: Individually listed on the Spokane Register (managed by the Historic Preservation Office with a formal contract), individually listed on the National Register, and Contributing Structure in Historic Districts (local and National Register). The type of designation determines the type of review, and the type of regulation or incentive that might apply to the property. Properties that are historic “contributing” properties to historic districts number in the thousands in Spokane County. Properties that are individually listed on the Spokane and National registers number in the hundreds.

To date in 2013 the Historic Preservation Office provided services to properties in all three categories. The objective above inquires about only one of these categories: properties listed on the Spokane Register of Historic Places and located within the (presumably unincorporated) County.

Progress: Of the 360 properties listed on the Spokane Register within Spokane County, ten are individually designated historic landmarks located in the unincorporated County. Management Contracts were maintained for these properties during 2013. These properties and the type of contact are:

Sarsfield Farmhouse: SEPA Review for 2 projects – adjacent development
Montvale Farm – consultation on Certificate of Appropriateness (exterior work)

Submitted by: Kristen Griffin, Historic Preservation Officer
Date submitted: September 20, 2013
Report Type: Final

In addition, review or comment was also required for an Avista project at Nine Mile Dam and a response to public comments on SEPA review for the Marshall Bridge. Both of these properties are on the National Register.

Progress: To date (September) the Historic Preservation Office has reviewed nineteen applications for formal Design Review. Fourteen of these reviews were completed administratively by the Historic Preservation Officer. The remaining five were forwarded to the Landmarks Commission for decision at a public hearing. 100% of all Design Review applications were reviewed and acted upon in a timely manner. No applications reviewed by the Landmarks Commission were held over for additional information. No decisions were appealed.

Objective: Maintain Special Valuation program, monitoring County properties in the program.

Progress: Three applications for Special Valuation have been filed so far this year and will be processed before December 31st 2013. Applications are still being prepared for Landmarks Commission review. Total investment is not known at this time. None of the properties are located in unincorporated Spokane County but each helps increase the Spokane County property tax base..

Objective: Review any proposed renovation work on County Courthouse, in compliance with Spokane Register contract.

Progress: No requests for review were received.

Provide Community Service

Objective: Encourage the use and redevelopment of historic properties in Spokane County by offering professional training for staff and the development community in the application of the International Existing Building Code and Energy Codes.

Progress: The City/County Historic Preservation Office used City of Spokane CLG grant funding to plan and host a specialized workshop on Building and Energy Codes. Titled "*Up to Code: Using Building and Energy Codes to Solve Code Challenges in Historic Buildings,*" the workshop was planned and completed on September 17th 2013. All 60 spaces available for the training were filled (with additional spaces added for individuals auditing the workshop). Surveys and other feedback have been very positive. The County Building Official attended and was a participant on an interactive panel discussion at the workshop. Continuing Education credits for architects, planners, plan reviewers and inspectors was provided. An informational flyer, agenda, graph of attendees by profession, presenter information is attached.

Objective: Increase awareness and use of historic preservation programs, including historic registers, especially reaching out to unincorporated Spokane County property owners and County staff.

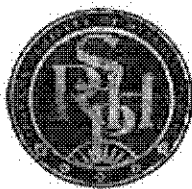
Progress: The City County Historic Preservation Office and the Washington Trust for Historic Preservation co-hosted a workshop for historic barn owners on September 12th 2013. Forty people (most all from Spokane County) attended the workshop, which was designed to encourage barn owners to nominate their barns the state Heritage Barn Register, and apply for a special Heritage Barn grant funding designed to help preserve barns and other rural agricultural heritage resources. Spokane County remains one of the counties with the highest participation in the Heritage Barn register/grant program. Press release is attached.

Progress: The practice begun last year of offering Centennial Certificates to Spokane Register properties that have reached their 100th year continued in 2013, with a revised Certificate that

Submitted by: Kristen Griffin, Historic Preservation Officer
Date submitted: September 20, 2013
Report Type: Final

better highlights the joint City-County structure and jurisdiction of the Spokane Register. These certificates provide formal recognition for the preservation efforts of the property owners, and call attention to the Spokane Register and its benefits. Example certificate attached.

Progress: Hosted a networking event known as the Preservation Leadership Breakfast was held on May 3rd, to help commemorate National Preservation Month. Four individuals were invited to highlight important Historic Preservation projects, including Spokane County Facilities Director Ron Oscarson and Vicki Dalton who provided attendees with an update on the history of the Spokane County Courthouse and its renovation. Agenda and flyer attached.



Spokane
City/County
Historic
Preservation
Office

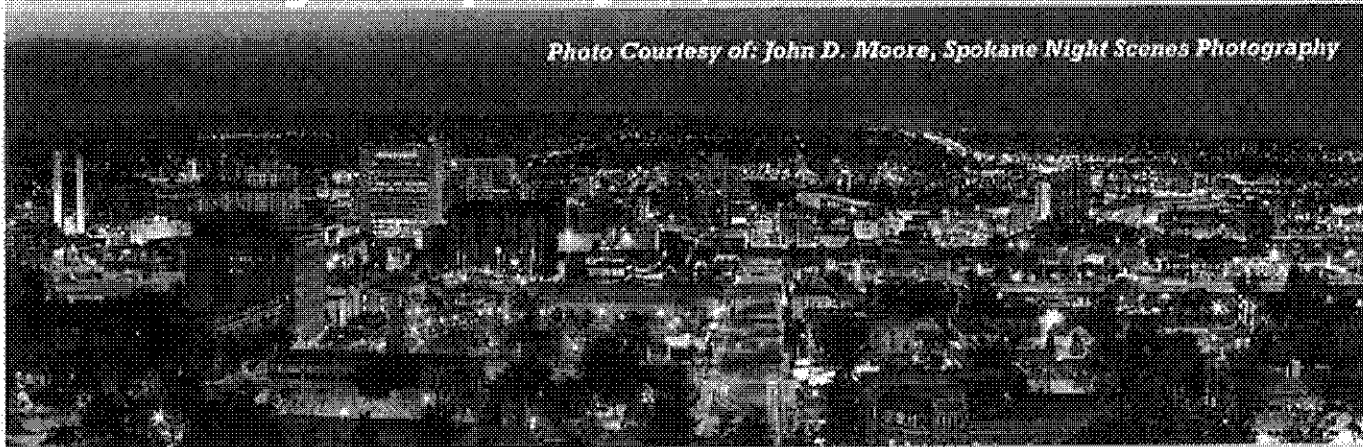


Presents... Up to Code:

Using Building and Energy Codes to Solve
Code Challenges in Historic Buildings

Featuring Marilyn Kaplan, *Preservation Architecture*

Photo Courtesy of: John D. Moore, Spokane Night Scenes Photography



Rehabilitating and reusing historic buildings can help municipalities, building owners and developers meet important objectives ranging from preserving local character, to encouraging green building, revitalization, and construction. But what about the challenges in bringing older buildings "Up to Code" - how can these projects work and still meet modern requirements for safety and efficiency? Architect Marilyn Kaplan (Preservation Architecture, Albany, NY), an expert in historic buildings, building codes and energy codes, will present a one day workshop on this subject. This workshop will include lunch and an interactive discussion with local experts. Program qualifies for Continuing Education Units for AIA HSW 6 CEUs, APA/AICP and ICC. Hosted by the City of Spokane with support from AIA Spokane, Inland Empire Section of the APA, Northwest Chapter of the ICC, and the Department of Archaeology and Historic Preservation.

September 17th, 2013

9 a.m. to 4 p.m.

\$25 includes: workshop, lunch, and CEU certificate

The Spokane Club, 1002 West Riverside Avenue, Spokane, WA 99201

Register @

<http://www.spokanehistory.com/participants>

Contact: Caitlin Shain, csain@spokanehistory.com

AIA Spokane

***Up to Code: Using Building and Energy Codes to
Solve Code Challenges in Historic Buildings***

Agenda

- 9:00 - 9:20** **Welcome, Introductions**
 Kristen Griffin, City/County Historic Preservation Officer
 Scott Chesney, Director of Planning & Development Services, City
 of Spokane
- 9:20 - 9:50** **Historic Registers**
 Kristen Griffin, City/County Historic Preservation Officer
- 9:50 - 10:15** **The International Existing Building Code (IEBC)**
 Marilyn Kaplan, Preservation Architecture
- 10:15 - 10:30** **Break**
- 10:30 - 12:00** **IEBC continued**
 Marilyn Kaplan, Preservation Architecture
- 12:00 - 1:00** **Lunch**
- 1:00 - 2:15** **The International Energy Conservation Code (IECC)**
 Marilyn Kaplan, Preservation Architecture
- 2:15 - 2:30** **Break**
- 2:30 - 3:45** **Local Expert Panel Discussion**
 Kim Pearman-Gillman (McKinstry)
 Ron Wells (Wells & Co.)
 Chris Batten (RenCorp)
 John Halsey (City of Spokane Building Official)
 Randy Vissia (Spokane County Building Official)
 Nick Vann (Dept. of Archaeology and Historic Preservation)
 Dave Kokot (City of Spokane Fire Protection Engineer)
- 3:45 - 4:00** **Wrap Up**

PRESERVATION / ARCHITECTURE

Marilyn E. Kaplan, Architect and Principal

43 Marion Avenue

Albany, NY 12203

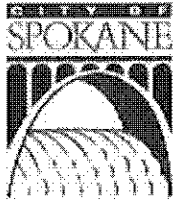
518-459-6460 P

518-459-6463 F

preservationarchitecture@verizon.net

Preservation/Architecture was founded in 1989 by Architect Marilyn Kaplan, a nationally recognized expert on existing and historic buildings. Ms. Kaplan has broad experience in the historic preservation field, including all aspects of project planning and implementation. Clients include municipalities, religious properties, museum and libraries, government agencies, nonprofit organizations, developers and individuals. Projects encompass a wide range of rehabilitation and architectural work, including restoration and new construction projects in historic contexts, feasibility studies, existing building analyses, Historic Structures Reports, and rehabilitation code consulting. Consulting work has also included expert witness testimony.

One area of particular expertise is building codes and fire safety issues related to existing and historic properties. Relevant professional affiliations have included the National Fire Protection Association (Committee on Cultural Resources), New York Department of State's Existing Building Technical Committee, the International Existing Building Code Sub-Committee, and the Rutgers Center for Urban Policy Research.



SPOKANE CITY/COUNTY
HISTORIC PRESERVATION OFFICE

*Providing historic property protection and
development*



FOR IMMEDIATE RELEASE:
September 3, 2013

CONTACT: Chris Moore, Field Director
Washington Trust for Historic Preservation
cmoore@preservewa.org, 206-624-9449

Spokane City/County Hosts Historic Barn Workshop

Spokane – If you own an old barn in Spokane County or the surrounding area, are you aware of the *Heritage Barn Preservation Initiative*? A program of the Washington State Department of Archaeology & Historic Preservation, this initiative established the Heritage Barn Register, a statewide list of historically significant barns. Owners of historic barns over fifty years old that retain a significant degree of historic integrity can nominate their barn to be designated as a Heritage Barn and be included in the statewide register. Moreover, owners of designated Heritage Barns are eligible to apply for matching grants available to assist with barn stabilization and rehabilitation projects. Nomination forms along with application materials can be downloaded at <http://www.dahp.wa.gov/heritage-barn-register>.

The Washington Trust for Historic Preservation and the Spokane City/County Historic Preservation Office will be hosting a **free** workshop on September 12, 2013 from 5:30 to 7:00 pm in the Spokane City Council Chambers at City Hall for barn owners wishing to learn more about the *Heritage Barn Preservation Initiative*. Chris Moore, Field Director with the Washington Trust for Historic Preservation, will be on hand to answer questions and discuss the process for completing program documents. The next deadline for nominating a barn to the Heritage Barn Register is October 1, 2013, with the deadline to submit applications requesting barn rehabilitation grant funds set for October 28, 2013. Come join us to learn more about this wonderful opportunity and to obtain assistance in participating in this valuable program.

City Hall is located at 808 W. Spokane Falls Boulevard. For more information about the workshop or the *Heritage Barn Preservation Initiative* contact Chris Moore at 206-624-9449 or via email at cmoore@preservewa.org.

###

Spokane City/County Historic Landmarks Commission

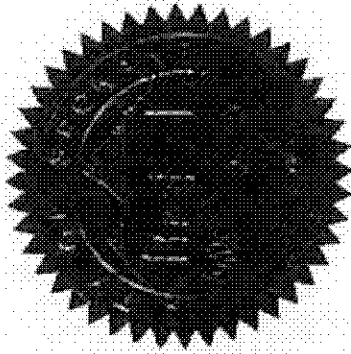
Proudly presents this

CENTENNIAL YEAR RECOGNITION CERTIFICATE

to the

WEAVER HOUSE

1910 – 2010



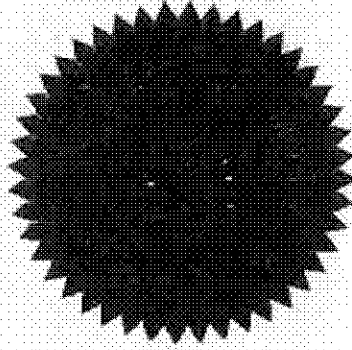
David A. Condon

**David A. Condon
Mayor**



Jiri Kolyva

**Jiri Kolyva, Chair
Spokane Landmarks Commissioner**



Shelly O'Quinn

**Shelly O'Quinn, Chair
County Commissioner/District 2**



**SPOKANE CITY/COUNTY
HISTORIC PRESERVATION OFFICE**

*Providing historic property protection and development
services to the City of Spokane and Spokane County.*



**Agenda:
2013 Preservation Leadership Breakfast
1001 W 1st – Scout (in the historic Montvale Hotel)**

Welcome & Introductions

- Kristen Griffin, City/County Historic Preservation Officer

Statewide Advocacy & Issues

- Chris Moore, Field Director, Washington Trust for Historic Preservation

Local Advocacy & Issues

- Paul Mann, President, Spokane Preservation Advocates

Certified Local Government Updates

- Scott Chesney, Director, Planning & Development Services, City of Spokane
- Kristen Griffin, Spokane City/County Historic Preservation Officer

Highlighted Projects

- Ron Oscarson, Facilities Director, Spokane County: Courthouse and Document Preservation
- Marsha Rooney and CK Anderson: SPOMal
- Wells & Company: Current Projects
- Lynn Mandyke, Landmarks Commissioner: Women's History

Preservation Updates

- Everyone – please report on projects, issues or upcoming events!

Save the Date: 2013 Preservation Leadership Breakfast



An opportunity to gather with other preservation
leaders to learn, share, network, plan

Date: Friday, May 3rd

Time: 8:00 - 10:00 am

Place: *Scout*: 1001 West First, Spokane WA 99201



Program/Project Budget Worksheet

Time Period: Calendar Year 2013	Amount Requested from Spokane County	Amount Requested/ Committed/ Received from Other Sources	Indicate Status: Requested Committed Received	Total
REVENUE				
Spokane County	5,000		Requested	5,000
City of Spokane		130,925	Committed	130,925
City of Spokane Valley				0
Other municipalities (please identify)				0
Other (include source name)				0
Other (include source name)				0
Other (include source name)				0
Other (include source name)				0
TOTAL REVENUES	5,000	130,925		135,925
EXPENSES				
<i>Payroll Expenses</i>				
Staffing Level—Number of FTE's				1.0
Salaries		75,920	Committed	75,920
Benefits		25,072	Committed	25,072
Other Payroll Expenses: Temp Seas, Auto, Deferred Comp		9,773	Committed	9,773
<i>Total Payroll Expenses</i>	0	110,765	Committed	110,765
<i>Operating Expenses</i>				
Rent				0
Office Supplies				0
Telephone/Utilities				0
Consulting Services				0
Training				0
Printing/Program Materials				0
Advertising/Marketing				0
Other (specify):Supplies, Services, Travel, Training		3,474	Committed	3,474
Other (specify): Interfund		16,686	Committed	16,686
Other (specify)				0
Other (specify)				0
Other (specify)				0
Other (specify)				0
<i>Total Operating Expenses</i>	0	20,160	Committed	20,160
<i>Equipment</i>				
(specify)				0
(specify)				0
<i>Total Equipment Expenditures</i>	0	0		0
<i>Administrative/Indirect Expense (15% maximum)</i>				
(specify)				0
(specify)				0
<i>Total Adm/Indirect Expenses</i>	0	0		0
TOTAL EXPENSES	0	130,925		130,925
NET REVENUES LESS EXPENSES	5,000	0		5,000
<i>In-Kind Donations</i>	\$ Value			0
<i>Total In-Kind Value</i>	0	0		0

NO. 13-1008

RECEIVED
11.08.2013
CITY CLERK'S OFFICE
SPOKANE, WA

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 YEAR 2013)

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, 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

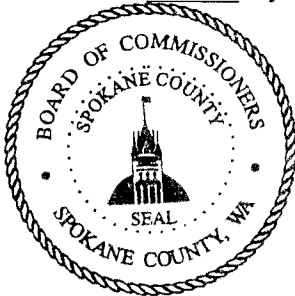
WHEREAS, it is the public policy of the federal government and state government to promote the designation, preservation, protection, enhancement and perpetuation of those structures, sites, district, buildings, and objects which reflect outstanding elements of historic, archaeological, architectural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

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, that either the Chair of the Board, or a majority of the Board, be and is hereby authorized to executed, at other than an open meeting, an agreement entitled "2013 HISTORIC PRESERVATION 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 ONE HUNDRED THIRTY THOUSAND NINE HUNDRED TWENTY FIVE DOLLARS (\$130,925.00) from the City General Fund and Spokane County contributing FIVE THOUSAND DOLLARS (\$5,000.00) from the County General fund for a total of ONE HUNDRED THIRTY FIVE THOUSAND NINE HUNDRED TWENTY FIVE DOLLARS (\$135,925.00) for calendar year 2013.

PASSED AND ADOPTED this 5th day of November, 2013.



BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON

[Signature]
SHELLY O'QUINN, Chair

[Signature]
AL FRENCH, Vice Chair

[Signature]
TODD MIELKE, Commissioner

ATTEST:
CLERK OF THE BOARD

[Signature]
Daniela Erickson