BEFORE THE BOARD OF COMMISSIONERS OF COWLITZ COUNTY, STATE OF WASHINGTON

A Resolution to authorize Cowlitz County to enter into a Memorandum of Understanding with Portland State University, to provide cooperative work experience for graduate students and support an existing, grant funded historic preservation education project.

WHEREAS, RCW 84.26 of the Washington Planning Enabling Act declares that it is in the public interest of the people of the State of Washington to encourage maintenance, improvement, and preservation of privately owned historic landmarks; and

WHEREAS, on August 16th, 2016, the Board of County Commissioners adopted Ordinance 16-089, establishing a Historic Preservation Program, Historic Preservation Commission, and intent of achieving Certified Local Government status; and

WHEREAS, on March 28th, 2017, the Board of County Commissioners signed a Certification Agreement, establishing Cowlitz County as a Certified Local Government; and

WHEREAS, Cowlitz County, as a Certified Local Government, is eligible for all rights and privileges specified in the National Historic Preservation Act, including eligibility to receive funding from the State; and

WHEREAS, the Cowlitz County Historic Preservation Commission has worked to identify the development of a Historic Inventory and education program for Cowlitz County as a priority for their efforts; and

WHEREAS, the State has provided funding in the amount of $11,335.00 for the 2017-2018 fiscal year to enable development of a Historic Inventory and education program for Cowlitz County, consistent with the Cowlitz County Historic Preservation Commission’s workplan; and

WHEREAS, on October 31st, 2017, the Board of County Commissioners signed an Interagency Agreement with the Washington State Department of Archeology and Historic Preservation, accepting $11,335.00 in grant funding for the development of a Historic Inventory and education program; and

WHEREAS, strong relationships with regional educational institutions are essential for the long-term ability of the County to attract and retain talent; and

WHEREAS, the Cowlitz County Department of Building and Planning seeks to cultivate productive and symbiotic relationships with community members, students, and young professionals; and

WHEREAS, the Cowlitz County Department of Building and Planning seeks to capitalize on opportunities to increase public engagement by leveraging available resources such as interns, student work groups and community events; and

WHEREAS, student efforts under this agreement will be free of charge, and agreed-upon expenses will be reimbursed by previously accepted grant funding;

NOW, THEREFORE, IT IS HEREBY RESOLVED that:

1. The Cowlitz County Board of County Commissioners enters into a Memorandum of Understanding with Portland State University, to provide cooperative work experience for graduate students and support an existing, grant-funded historic preservation education project.
DATED THIS 20th DAY OF February, 2018

BOARD OF COUNTY COMMISSIONERS
COWLITZ COUNTY, WASHINGTON

Joe Gardener, Chairman

Absent - excused
Dennis P. Weber, Commissioner

Arne Mortensen, Commissioner

ATTEST:
CLERK OF THE BOARD

Lisa Huckleberry
Tiffany Ostrem Acting Clerk of the Board
COWLITZ COUNTY HISTORIC PRESERVATION PROGRAM
MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MOU"), dated as of February 14, 2018, is by and among the following Parties: COWLITZ COUNTY, a political subdivision of the State of Washington ("County"), and a Portland State University Masters of Urban and Regional Planning Student Team, a student organization of Portland State University, State of Oregon ("WHP2"). Each of these entities is a "Party," and these entities taken together are the "Parties".

Recitals:

1. The County is designated as a Certified Local Government ("CLG") and seeks to grow its Historic Preservation Program.
2. The County has formed a Historic Preservation Commission ("the Commission"), made up of six volunteers and one attending staff member from the County’s Planning Department.
3. The Commission has an informal work plan known as the Cowlitz County Historic Preservation Program ("HPP").
4. The HPP contains three primary components which are:
   - A historic inventory and register,
   - A heritage tourism program, and
   - A school partnership program
5. The Parties seek to define a scope and deliverables associated with agreed upon components of the HPP that will be provided by WHP2 in coordination with the County.

Summary of Understandings:

Section 1. Purpose and Scope of MOU
The purpose of this MOU is to express the Parties’ understanding and current intent regarding their respective project management and technical roles in the delivery of HPP program recommendations. This MOU will also outline the resources and budget available and necessary to complete the project. The Parties intend to use this MOU to layout the terms of service and a work plan containing deliverables and project schedule.

Section 2. Project Management
The Parties hereby designate the following Project Managers:

<table>
<thead>
<tr>
<th>County</th>
<th>Nick Fazio</th>
<th>WHP2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cowlitz County</td>
<td>Tracy Schreiber</td>
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<td></td>
<td>Department of Building and</td>
<td>Portland State</td>
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<td>Planning</td>
<td>University</td>
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<td>207 Fourth Avenue North</td>
<td>College of Urban</td>
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<tr>
<td></td>
<td>Kelso, WA 98626</td>
<td>and Public Affairs</td>
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<tr>
<td></td>
<td><a href="mailto:FazioN@co.cowlitz.wa.us">FazioN@co.cowlitz.wa.us</a></td>
<td>506 SW Mill Street</td>
</tr>
<tr>
<td></td>
<td>360-577-3052 ext. 6664</td>
<td>Suite 350</td>
</tr>
<tr>
<td>WHP2</td>
<td><a href="mailto:Schreib6@pdx.edu">Schreib6@pdx.edu</a></td>
<td>Portland, OR 97201</td>
</tr>
<tr>
<td></td>
<td>267-847-5680</td>
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</table>
Section 3. Project Description

OPPORTUNITY STATEMENT:
Cowlitz County was recently designated as a Certified Local Government, and the Cowlitz County Historic Preservation Commission was established in 2016. The Historic Preservation Commission has adopted an informal work plan (Cowlitz County Historic Preservation Program) and it is important to County leadership that future plans in the program are developed through community engagement and celebrate the County’s heritage. However, the Commission has not yet developed a historic preservation plan with a formalized vision, goals, objectives, or implementation plan. The Commission’s enthusiasm and desire to build and create a sense of place has led them to pursue a nontraditional approach utilizing the community to populate their inventory and Register. While this unique approach offers potential benefits for mobilizing and involving the public, the lack of a formal plan and inventory may hamper the program’s ability to work strategically towards goals.

Based on the current status of the Commission’s efforts and preliminary discussions with the County, it is clear that the Commission’s greatest need is a formal plan that is based on further community engagement. Additionally, the County would benefit from an internal toolkit for managing its historic resource inventory, along with a public-facing tool that would aid in documenting community resources, stories, and photos.

PURPOSE STATEMENT:
The purpose of this project is to develop a Heritage Plan and associated internal inventory toolkit with public interface tool. The Heritage Plan will utilize the existing Commission goals as a starting basis for identification of stakeholders, community outreach, and case study and best practice research. By seeking new input from diverse sources through active community engagement, this process aims to broaden the understanding of historic preservation in Cowlitz County, garner additional recognition and support, identify and incorporate community objectives, and focus the direction of historic preservation in the County. Through these community engagement efforts, WHP2 will also help to expand the historic resource inventory and develop a toolkit for effective use of the inventory. Final deliverables will include a Heritage Plan that provides direction and recommendations for the Historic Preservation Commission, and an internal inventory toolkit with a public interface tool for future community input.

While this project will not specifically develop a heritage tourism program or school partnership program, the process may identify recommended measures for future development of those programs, which will be documented in the Heritage Plan.

LOCATION:
The project is located in Cowlitz County, WA, with a focus on the unincorporated areas served by the Cowlitz County local government.
Section 4. Cowlitz County Roles and Responsibilities

1. Supply any relevant documents and data that provide context and background for the previous efforts.
2. Attend weekly, 30-minute check-in conference calls or in-person meetings with WHP2.
3. Schedule a meeting with the Historic Preservation Commission and WHP2 to review vision, mission, and goals; meeting to occur by February 28, 2018.
4. Support and participate in the engagement process, providing key contacts and stakeholders within the community.
5. Attend community outreach efforts as schedule permits and where appropriate
6. Reserve public workshops/meetings space, if necessary.
7. Provide review and necessary feedback on deliverables. Provide one set of comments on deliverables reviewed.
8. Conduct one review and provide comments of draft outreach materials within two business days (Monday through Thursday).
9. Conduct one review and provide comments of draft and final deliverables within five business days (Monday through Thursday).
10. Host links for public online comment and information gathering on County website.
11. Print hardcopy material and mailings, along with any necessary postage.
12. Schedule final presentation during Historic Preservation Commission monthly June meeting.
13. Provide a budget for expenses as outlined in Section 7 - Resources.

Section 5. WHP2 Roles and Responsibilities

1. Schedule weekly, 30-minute conference calls or in-person meetings with County representative.
2. Notify County of stakeholder meetings two business days in advance of occurrence. Scheduled meetings will then be conducted with or without County representation.
3. Conduct agreed upon tasks outlined in the attached Scope of Work (Attachment A), as in effect at any given time.
4. Provide draft and final deliverables to County for review.
5. Revise draft deliverables, incorporating County feedback.
6. Complete final deliverables and presentation as specified in the attached Scope of Work (Attachment A), as in effect at any given time.
7. Any proposed amendments to the Scope of Work will be submitted to the County representative.

Section 6. Contacts

Communication and inquiries related to the project will be made in the agreed upon format: phone calls, and emails. Communication shall be answered in a 48-hour turnaround. Project communications and inquiries from WHP2 to the County will be routed through Nick Fazio, the primary point of contact. Cowlitz County has a designated responsible party that should be used as a secondary point of contact.

Responsible Party/Secondary Point of Contact:

Dr. Elaine Placido, Director
Cowlitz County Department of Building and Planning
Section 7. Resources
Cowlitz County was awarded grant funds to support the development of the deliverables of this project. As such, Cowlitz County agrees to provide a budget for the expenses not to exceed the amounts outlined in Table 1. WHP2 will obtain approval for expenses prior to incurrence, and provide supporting documentation for payment of expenses. Mileage expenses will be tracked and directly reimbursed to the individual by the County, upon presentation of supporting documentation. All other expenses will be paid by the County upon authorization.

Table 1: County Budget

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</tbody>
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Section 8. Schedule
The schedule for the project ("Schedule") is to be prepared by WHP2 and subject to the approval of the County.

- Draft MOU to County – February 5, 2018
- Historic Preservation Commission workshop – by February 28, 2018
- Draft of final deliverables – by May 14, 2018
- Presentation to client week of – June 4, 2018
- Final deliverables – June 12, 2018


9.1 Entire Agreement. This MOU constitutes the entire agreement of the Parties with respect to the subject matter of this MOU. Any prior agreements, promises, negotiations, or representations concerning the subject matter not expressly set forth in this MOU are of no force or effect.

9.2 Authorship. This MOU is a jointly negotiated work product and authorship shall not be ascribed to any particular party or person.

9.3 Immediate Action. County will have the right to take immediate, temporary action to correct a situation where a student’s actions endanger persons or property. As soon as practicable thereafter, County will notify WHP2 of the action taken. County reserves the right to terminate access to and use of its facilities by a particular member of WHP2 where necessary to maintain its operations free of disruption and to ensure the performance of its public duties and responsibilities.

Section 10. Liability
10.1 Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other, nor does either party assume any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

10.2 For purposes of this Agreement, County certifies that they are insured with professional liability insurance coverage. Through that coverage, County provides liability coverage for its employees, officers, and agents in the performance of this Agreement, and further provides the means for defense and payment of claims that may arise against such individuals.

10.3 The liability provision above was also specifically intended to constitute WHP2’s waiver of any immunity WHP2 might have under Washington’s Industrial Insurance Act, Title 51 WAC, as respects a student’s actions under this agreement, including performing, receiving training or traveling, and that such waiver was mutually negotiated between the parties.

10.4 Members of WHP2 are independent contractors and are in no sense considered employees, officers or agents of County, and are not entitled to any monetary or other remuneration or benefits for services performed by them for County.

10.5 Members of WHP2 are responsible for their own health needs, health care costs and health insurance, and although County will provide such students necessary emergency health care or first aid for accidents occurring in its facilities, students are responsible for the costs of any and all care. Except as provided in the Agreement, County will have no obligation to furnish medical assistance or care to any student. Students are encouraged to purchase their own health insurance coverage.

Section 11. Amendment and Termination
11.1 This agreement can only be amended with the written approval of both parties.

11.2 This agreement can be terminated without cause upon 30 days written notice to the other party.

11.3 Parties expressly intend and agree that the liability coverage provisions of this Agreement will survive termination of this Agreement for any reason. This Agreement will be construed in accordance with and governed by the laws of the State of Washington, with venue in Cowlitz County.

11.4 If any provision of this Agreement, and/or any other agreement, addendum, amendment, document or writing in connection with this Agreement shall be held to be wholly or partially invalid or unenforceable under applicable law, the provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of said agreement. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provision of this agreement, nor the failure of the parties to enforce any of the provisions or exercise any right or privilege hereunder, will be construed as a waiver of any subsequent breach or default of a similar nature, or waive of rights or privileges hereunder.
Signatories
County: Dr. Elaine Placido
Cowlitz County
Department of Building and Planning
By: __________________________
Its: Director
Date: _________________________

WHP2: WHP2 a Portland State University
Masters of Urban and Regional Planning
Workshop Group
By: __________________________
Its: __________________________
Date: _________________________
ATTACHMENT A: COWLITZ COUNTY HISTORIC PRESERVATION PROGRAM SCOPE OF WORK

Project Description

Project Opportunity Statement
Cowlitz County was recently designated as a Certified Local Government Cowlitz and the Cowlitz County Historic Preservation Commission was established in 2016. The Historic Preservation Commission has adopted an informal work plan (Cowlitz County Historic Preservation Program) and it is important to County leadership that future plans in the program are developed through community engagement and celebrate the County’s heritage. However, the Commission has not yet developed a historic preservation plan with a formalized vision, goals, objectives, or implementation plan. The Commission’s enthusiasm and desire to build and create a sense of place has led them to pursue a nontraditional approach utilizing the community to populate their inventory and Register. While this unique approach offers potential benefits for mobilizing and involving the public, the lack of a formal plan and inventory may hamper the program’s ability to work strategically towards goals.

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Project Location
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Project Tasks

PHASE 1

Task 1.1: Background Research
- Goals: Gain an understanding of Cowlitz County demographic, historic, and geographic information as pertinent to the topic.
  - Actions Items:
    - Research and summarize demographics.
    - Research history of industry and settlement.
    - Research historic preservation perceptions
    - Identify underrepresented/underserved communities in current work.
    - Identify possible themes for coding inventory sites based on historical/geographic information.
  - Results:
    - Existing Conditions Write-ups
    - Inventory Coding Theme List

Task 1.2: Public Outreach Planning
- Goals: Gain a clear understanding of stakeholders that have been involved in the past, are currently involved, or should be involved. Identify methods for effective engagement, including addressing spatial, socioeconomic, and racial equity.
  - Action Items:
    - Develop stakeholder list and conduct analysis.
    - Develop draft and final inventory collection materials.
    - Conduct preliminary identification of sites, themes, and topics for community outreach.
    - Develop interim storage plan for inventory items.
    - Identify historic preservation workshop techniques and determine meeting/workshop focus.
  - Deliverable:
    - Public Outreach Plan

Task 1.3: Clarify Commission Vision, Goals, and Objectives
- Goals: Gain an understanding of the Commission’s historic preservations vision and goals to move towards formalizing them.
  - Action Items:
    - Conduct one, two-hour workshop with the Commission to solidify their vision, long-term goals, and potential objectives for their work to date.
    - Gather any additional information on existing or potential partnerships.
    - Confirm prioritized list of “wants” for inventory design.
• Deliverable:
  ▪ Vision, Goals, and Objectives Summary (for review by Nick/Commission prior to use for public outreach comment)

PHASE 2

Task 2.1: Stakeholder Outreach
• Goals: Gather information from historic preservation groups, economic development groups, or other stakeholder groups identified under Task 1.2, to determine focus, interest, and ideas for outreach direction.
• Action Item:
  ▪ Interview identified stakeholder groups.
• Result:
  ▪ Interview Summaries

Task 2.2: Community Outreach
• Goal: Gather inventory information (stories, photos, etc.), comments on Commission Vision, Goals, and Objectives, and input on the direction of the Heritage Plan.
• Action Items:
  ▪ Develop and monitor online forum (including vision, goals, and objectives for review; and tool to submit historic resource information, stories, and photos).
  ▪ Develop and distribute hardcopy hand-outs/poster-boards for public comment on Commission Vision, Goals, and Objectives.
  ▪ Develop and use inventory outreach materials for collecting historic resource locations and stories from the public.
  ▪ Conduct up to two focus groups, workshops, or meetings with opportunities for public to contribute to the inventory, story, and photo collection and provide input on the Heritage Plan direction.
• Result:
  ▪ Summary of Community Outreach

Task 2.3: Case Study/Best Practice Research
• Goals: Become more familiar with cutting-edge historic preservation practices and identify opportunities for Cowlitz County to be a leader in creative and community-led rural historic preservation.
• Actions Items:
  ▪ Research what other areas are doing for inventory and register design.
  ▪ Identify tools that could meet team and client’s objectives for inventory design.
  ▪ Research inventory coding so as to create a flexible sortable tool to enhance opportunities for it to be used as starting point for planning school tours or heritage tourism by place/theme.
  ▪ Identify successful rural heritage tourism programs.
  ▪ Identify successful historic educational school programming.
• Result:
  ▪ Preliminary Inventory Tool and Heritage Plan Recommendations

PHASE 3

Task 3.1: Inventory Toolkit
• Goal: Develop the internal historic resources inventory toolkit and associated public interface tool for future use.
• Action Items:
  ▪ Develop an internal historic resources inventory toolkit.
  ▪ Compile historic resource information into final product that incorporates a public-facing engagement tool (coding, database, stories, photos; form TBD).
• Deliverable:
  ▪ Internal Inventory Toolkit and Usable Public Interface Tool

Task 3.2: Heritage Plan
• Goal: Develop a plan for the County to utilize in moving forward the historic preservation program.
• Action Item:
  ▪ Compile Commission Vision, Goals, and Objectives, and incorporate public comment, best practice research, results of public outreach, alternatives, and implementation measure recommendations.
• Deliverable:
  ▪ Cowlitz County Heritage Plan (Sections likely to include: Introduction, Background, Vision, Goals, Objectives, Results of Outreach, Recommendations)

Budget
Cowlitz County was awarded grant funds to support the development of the deliverables of this project. As such, Cowlitz County agrees to provide a budget for the expenses not to exceed the amounts outlined in Table 1. WHP2 will obtain approval for expenses prior to incurrence. Mileage expenses will be tracked and directly reimbursed to the individual by the County. All other expenses will be paid by the County upon authorization.

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