

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SPOKANE
VALLEY AND SPOKANE COUNTY LIBRARY DISTRICT FOR CONTRIBUTIONS BY
THE PARTIES TO CERTAIN IMPROVEMENTS AT THE LIBRARY SITE LOCATED
BETWEEN BALFOUR ROAD AND HERALD ROAD**

WHEREAS, pursuant to chapter 27.12 RCW, the Spokane County Library District (Library District) operates throughout many areas of Spokane County, including in the City of Spokane Valley (City) as a result of a vote of its citizens to annex into Library District in 2005. The City and Library District are collectively referred to as the Parties; and

WHEREAS, pursuant to chapter 27.12 RCW, the Library District Board of Library Trustees has the care of Library District property and management of Library District funds and business; and

WHEREAS, pursuant to chapter 35A.11 RCW, the City Council has the care of City property and management of City funds and business; and

WHEREAS, in 2012, the City purchased approximately 8.26 acres of vacant property immediately west of existing Balfour Park, bounded by Sprague Avenue on the south, Herald Road on the west, and Main Avenue on the north. Contemporaneous to the City's purchase, the Parties executed an interlocal agreement (the 2012 Agreement) for the City to sell of a portion of recently purchased City park property to the Library District; and

WHEREAS, the intent by the Parties in executing the 2012 Agreement was for the Library District to construct a new main library facility in the City to replace the existing facility located at 12004 East Main Avenue (the Library Project), and which would be integrated with the City's planned Balfour Park expansion (the Park Project), with shared use areas including parking and a central plaza. Consistent with the Parties' intent, they entered into a joint site development process, which was completed in 2013 and which identified additional property necessary for the Library Project. The Parties completed the transfer of the additional property. As of the date of this Agreement, the Library Project site consists of 2.72 acres, designated as Spokane County parcel no. 45174.9066 (the Library Site); and

WHEREAS, the Parties executed an amendment to the 2012 Agreement in 2017 (2017 Amendment), which extended the time in which Library District could obtain funding for design and construction of the Library Project. Additionally, the City committed to applying the Library District's purchase price of \$839,285.10, plus an additional \$460,714.90 from the City's general fund, toward certain frontage and joint site improvements as part of the Library Project; and

WHEREAS, the 2017 Amendment further identified how the \$1.3 million being contributed by the City would be spent, stating in pertinent part as follows:

The City shall contribute \$1.3 million in frontage and/or joint site improvements on the Library Site. This amount includes the \$839,285.10 paid by the Library District to the City for the Site. This City obligation is separate from and in addition to any frontage or site improvements the City would already be responsible for in developing and constructing Balfour Park. The intent of these contributions by the Parties is to accomplish the mutual

goals set forth in the recitals to this Addendum, above, and to reduce the amount of bond proceeds that would be requested from the voters; and;

WHEREAS, in 2021, the City's CIP Project 0314 constructed a portion of the frontage improvements for the Park Project and frontage improvements immediately adjacent to the Library Site. These frontage improvements include pavement widening, curb, and utilities at a cost of approximately \$750,000. Of this cost, \$254,024 is attributable to the roadway frontage improvements required for the Library Project. The District constructed certain joint site improvements during construction of the Library Project, which the Parties agree cost \$799,093. Out of the original \$1.3 million committed by the City for Library Project frontage improvements and joint site improvements, there remains \$246,883 available to the City to construct additional joint site improvements during construction of Balfour Park, which include but are not limited to: Landscaping, trees and irrigation for the Balfour Park area east of the Library Project parking lot and north and east of the Library Project; arc walkway and lighting from the Library Project parking lot and in front of the Library Project easterly to the main Balfour Park entrance at Sprague Avenue; and the events Plaza due east of the Library Project and the diagonal walkway from the future amphitheater to the Events Plaza; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly contract between each other to perform functions which each may individually perform; and

WHEREAS, the Parties anticipate entering into a subsequent agreement regarding maintenance and operation of shared spaces such as the shared vehicular parking lot and the shared use plaza; and

NOW THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the Parties agree as follows:

SECTION 1: PURPOSE

The purpose of this Memorandum of Understanding (MOU) is for the Parties to clearly identify the amount of the City's monetary contribution toward the agreed-upon frontage improvements and joint site improvements constructed by the Library District, and when that contribution will be paid.

SECTION 2: TERM

Subject to any other provisions contained herein, the period of performance of this MOU shall commence on execution and be completed no later than December 31, 2023.

SECTION 3: ADMINISTRATION

The Parties hereby designate the following individuals, or their designees, as their representatives for the purpose of ensuring compliance with the MOU:

SPOKANE COUNTY LIBRARY DISTRICT:
Finance Director
4322 North Argonne Road
Spokane, WA 99212

CITY OF SPOKANE VALLEY:
City Engineer
10210 East Sprague Avenue
Spokane Valley, WA 99206

SECTION 4: FINANCIAL CONTRIBUTION BY CITY

4.1 The Parties agreed that the City would make a financial contribution of \$1.3 million toward frontage and joint site improvements related to the Library Project. The Parties now agree that the City shall reimburse the District \$799,093 in full satisfaction of the City's prior commitment to contribute to frontage and joint site development improvements for the Library Project. The City previously paid \$254,024 for Library Project frontage improvements. This leaves a balance of \$246,883 that the City will use to construct additional joint site improvements during construction of Balfour Park, which include but are not limited to: Landscaping, trees and irrigation for the Balfour Park area east of the Library Project parking lot and north and east of the Library Project; arc walkway and lighting from the Library Project parking lot and in front of the Library Project easterly to the main Balfour Park entrance at Sprague Avenue; and the events Plaza due east of the Library Project and the diagonal walkway from the future amphitheater to the Events Plaza.

4.2 The City shall reimburse the District \$799,093 by April 1, 2023.

4.3 Notwithstanding anything herein, this Agreement is solely between the City and Library District. The City is not and shall not be a party to any contract between the Library District and its selected contractor(s) for the Library project. The Library District hereby agrees that the City shall have no liability to any contractor(s) selected by the Library District for any non-payment, and that the Library District remains solely liable and responsible for compliance with any contract it enters into for construction of the Library project. The Parties agree that in the event of a disputed payment or non-payment by the City under this Agreement, the sole recourse is between the City and Library District pursuant to the terms of this Agreement.

SECTION 5: FUTURE SHARED USE AGREEMENT

The Parties agree that they will negotiate in good faith an agreement to address maintenance, use, and responsibility for any shared use facilities, including the parking lot on the northwest of the Library Site and the shared events plaza on Balfour Park. In the absence of such agreement, the Parties agree that each party shall be responsible for maintenance of facilities located on its property and that use of such facilities by citizens shall be pursuant to adopted regulations or rules by each respective entity.

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The Parties have executed this MOU this 21ST day of MARCH, 2023.

CITY OF SPOKANE VALLEY



John Hohman, City Manager

SPOKANE COUNTY LIBRARY DISTRICT



Patrick Roewe, Executive Director

Approved as to form:



Office of the City Attorney