

City Clerk's No. 2017-0106

**INTERLOCAL AGREEMENT  
BETWEEN  
CITY OF SPOKANE  
AND SPOKANE TRANSIT AUTHORITY**

THIS INTERLOCAL AGREEMENT "(Agreement)" is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City") and SPOKANE TRANSIT AUTHORITY, a Washington State municipal corporation, as ("STA"), whose address is 1230 West Boone Avenue, Spokane, Washington 99201; each referred to as "Party" and jointly referred to as "Parties".

WHEREAS, in May of 2017 Community Colleges of Spokane ("CCS") completed the *Spokane Community College North Spokane Corridor Interface Planning Phase 2* ("Interface Planning"), to develop a long-range blueprint for the physical development of the Spokane Community College Campus in response to the impact of the proposed North Spokane Corridor; and

WHEREAS, the completed Interface Planning calls for the reorientation of the Spokane Community College ("SCC") campus towards Mission Avenue on the south, relocating the STA transit center to the south side of campus and revising the SCC primary vehicular circulation pattern; and

WHEREAS, Ermina Avenue is one of two designated main entries to SCC for the planned revised vehicular circulation patterns; and

WHEREAS, there is currently not a traffic signal at Ermina Avenue and Greene Street and a traffic signal is needed to ensure safe and efficient vehicle and pedestrian access in and out of the SCC campus; and

WHEREAS, a timely installation of a traffic signal at Ermina Avenue and Greene Street will help address safety and reliability issues for bus routes connecting at the STA transit center at its current location on the west side of the SCC campus; and

WHEREAS, the City has completed the majority of the engineering design for a traffic signal at Ermina Avenue and Greene Street; and

WHEREAS, the STA Board of Directors has approved *STA Moving Forward*, a ten-year plan of transit improvements, which calls for an expanded transit center to be constructed at SCC in 2019; and

WHEREAS, STA has secured local and grant funding for an expanded transit center at SCC; and

WHEREAS, STA desires to improve the safety, comfort and convenience of transit service for its customers by advancing short and long-term improvements at SCC; and

WHEREAS, the City is committed to providing a well-maintained, multi-modal transportation system to promote safe and efficient mobility for all.

NOW, THEREFORE, the Parties agree as follows:

- I. PURPOSE. The purpose of this Agreement is to collaborate in good faith to implement the visions put forth in Spokane Community College North Spokane Corridor Interface Planning Phase 2 and STA Moving Forward for the installation of a traffic signal and related improvements at the intersection of Ermina Avenue and Greene Street (the "Project") as depicted in Exhibit A, attached hereto and incorporated herein.
- II. EXPENSE ALLOCATION and RESPONSIBILITIES.
  - A. City. The City will perform the design, bidding and construction management of the Project. Total expenses paid by the City for this Project shall not exceed twenty percent (20%) of the total project costs or ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$112,500.00), whichever is less.
  - B. STA. STA will contribute up to FOUR HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$450,000.00) or eighty percent (80%) of the total project costs, whichever is less, to the Project if construction starts prior to April 30, 2018.
  - C. Exhibit B provides a breakdown of the current cost estimate and is provided as an example of the 80/20 split. Actual construction costs will be used at project closeout using the 80/20 split to determine the final financial obligations of each Party. If project costs exceed FIVE HUNDRED SIXTY TWO THOUSAND, FIVE HUNDRED DOLLARS (\$562,500.00), the City will be solely responsible for any and all excess costs.
- III. TERM. This Agreement shall commence on November 1, 2017 and expire upon final and mutual acceptance of the project by the Parties, unless terminated earlier in accordance with Section IV herein.

IV. TERMINATION.

- A. Default. This Agreement will automatically terminate for default if construction of the traffic signal does not commence on or before April 30, 2018. If termination by default occurs, STA shall have zero financial responsibility to the City for all expenses incurred by the City up through and including April 30, 2018.
- B. Convenience. This Agreement may be terminated by either Party upon sixty (60) days written notice to the other Party. Each Party shall be financially responsible for expenses incurred for the project in accordance with the expense allocation specified in Section II herein, through the date of termination.

V. LIABILITY.

- A. The City shall defend, indemnify and hold harmless STA, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the City, its officers, employees and agents in connection with this Agreement, except to the extent of the negligence of STA, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the City solely on behalf of STA, its officers, employees and agents, STA shall defend, indemnify and hold harmless the City from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.
- B. STA shall defend, indemnify and hold harmless the City, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of STA, its officers, employees and agents in connection with this Agreement, except to the extent of the negligence of the City, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by STA solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless STA from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.
- C. Each Party specifically assumes potential liability for actions brought by its own employees against the other Party, and solely for the purposes of this indemnification, each Party specifically waives any immunity under Title 51 RCW. The Parties have specifically negotiated this provision.

VI. ASSIGNMENT. Neither Party may assign its interest in this Agreement without the express written consent of the other Party.

VII. SEVERABILITY. In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

- VIII. **NOTICES.** All notices, requests, claims, demands and other communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by registered or certified mail, postage prepaid, return receipt requested; (3) by facsimile or email, addressed to the respective contact of the Parties as set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly given (1) when delivered in person; (2) upon receipt after dispatch by registered or certified mail, postage prepaid; or (3) upon confirmation of receipt when transmitted by facsimile or a read receipt when transmitted by email.

<b>Spokane Transit Authority</b>	<b>City of Spokane</b>
Robert West Contracts Compliance Specialist Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201  E: rwest@spokanetransit.com P: (509) 325-6000 F: (509) 325-6036	Brandon Blankenagel Senior Engineer - ICM City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201  E: bblankenagel@spokanecity.org P: (509) 625-6419 F: (509) 625-6349

- IX. **COMMUNICATIONS.** Any administrative or operational communications required by the Parties' obligations to perform under this Agreement shall be directed to the Parties' designated representatives below:

<b>Spokane Transit Authority</b>	<b>City of Spokane</b>
Jessica Charlton Capital Projects Manager Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201  E: jcharlton@spokanetransit.com P: (509) 325-6049 F: (509) 325-6050	Brandon Blankenagel Senior Engineer - ICM City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201  E: bblankenagel@spokanecity.org P: (509) 625-6419 F: (509) 625-6349

Communications to be given hereunder shall be deemed sufficient if given (1) in person; (2) by mail, postage prepaid; or (3) by facsimile or email, addressed to the designated representative of the Parties as set forth above, or as may be revised by written notice in accordance with Section VIII of this Agreement.

- X. MODIFICATION. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- XI. INSURANCE. During the term of the Agreement, each Party shall maintain in force at its sole expense, the following insurance coverage(s):
- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, 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; and
  - 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; and
  - 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.
  - D. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from a Party or its insurer(s) to the other Party.
- XII. COMPLIANCE WITH LAWS. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent they may be applicable to the terms of this Agreement.
- XIII. 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 including gender expression or gender identity, 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. The Parties agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.
- XIV. VENUE. This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

- XV. 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.
- XVI. ANTI-KICKBACK. No officer or employee of the City or STA, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.
- XVII. RCW 39.34 REQUIRED CLAUSES.
- A. Purpose. See Section I above.
  - B. Duration. See Section III above.
  - C. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
  - D. Responsibilities of the Parties. See Sections II.A and II.B above.
  - E. Agreement to be Filed. In lieu of filing this Agreement with the Spokane County Auditor, the City shall file this Agreement with its City Clerk and promptly post it on its internet website in accordance with RCW 39.34.040, and STA shall file this Agreement in its usual fashion.
  - F. Financing. Each Party shall advise the other Party, during its yearly regular budget hearings, on the proposed budget changes (only) affecting this Agreement. Each Party shall be solely responsible for the financing of its contractual obligations under its normal budgetary process.
  - G. Termination. See provision III above.
  - H. Acquisition / Disposition of Property. Title to the property acquired, installed or constructed by the City in the performance of this Agreement shall vest in the City upon completion and shall remain with the City upon termination or expiration of this Agreement.

[signatures on the following page]

Dated: 11-22-17

CITY OF SPOKANE

David A. Condon

David Condon  
Mayor of Spokane

Attest:

Len F. Hayes  
City Clerk

Approved as to form:

Pat Dahl  
Assistant City Attorney  
11/15/17

Dated: 11-27-16

SPOKANE TRANSIT AUTHORITY



E. Susan Meyer  
E. Susan Meyer  
Chief Executive Officer

Attest:

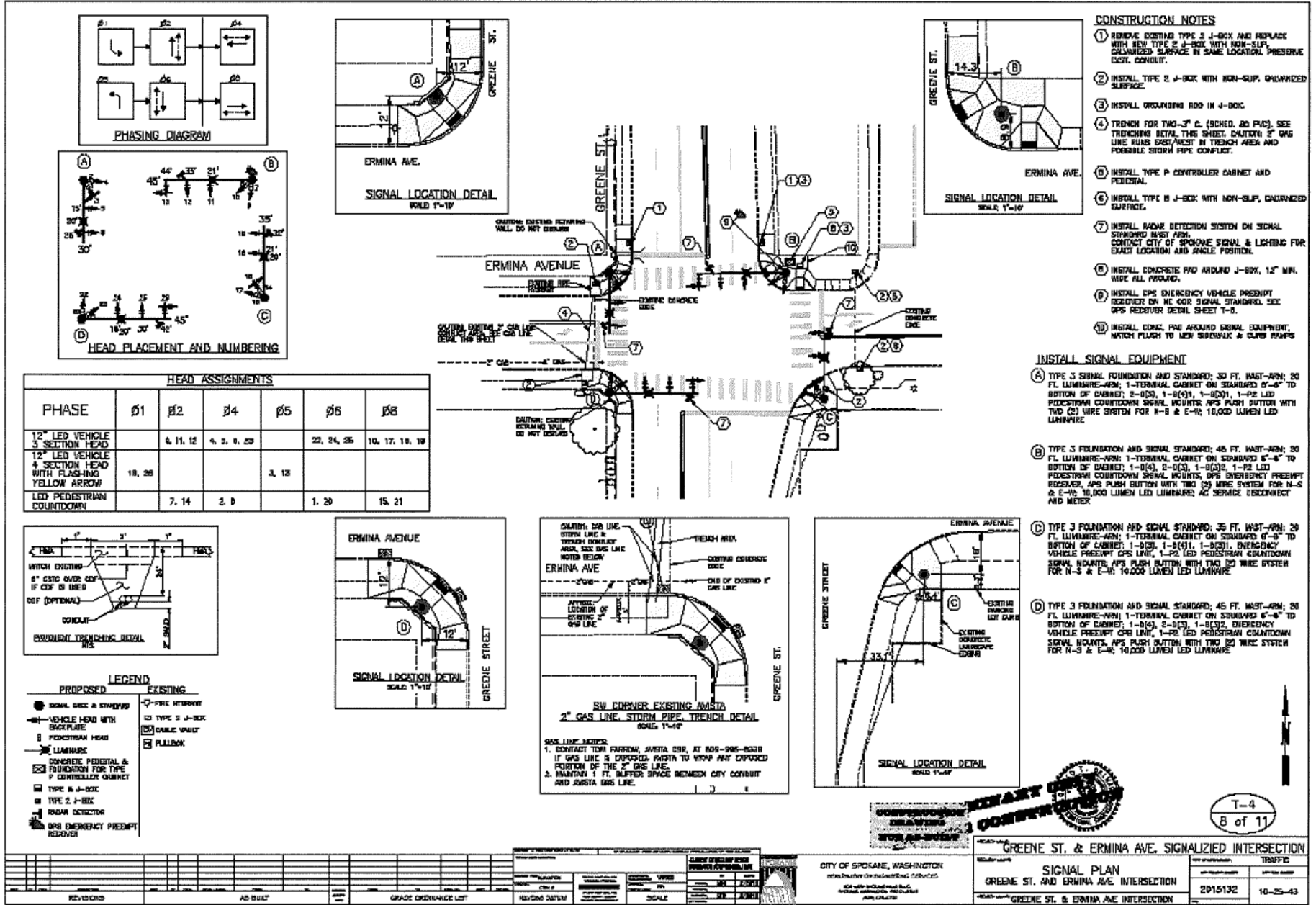
Jan Watson  
Jan Watson, Clerk of the Authority

Approved as to form:

Laura D. McAloon  
Laura D. McAloon, Legal Counsel



Exhibit A







*Greene & Ermina Signal and Intersection Improvements  
Estimated breakdown costs and funding sources*

	<b>Total</b>	<b>City of Spokane</b>	<b>Spokane Transit</b>
<i>Design</i>	\$40,000	\$40,000	\$0
<i>Construction</i>	\$312,805	\$37,265	\$275,540
<i>10% Contingency</i>	\$31,281	\$3,726	\$27,554
<i>15% Construction Management</i>	\$51,613	\$6,149	\$45,464
<i>Grand Total</i>	<b>\$435,698</b>	<b>\$87,140</b>	<b>\$348,559</b>
<i>Cumulative Match Share</i>	<b>100%</b>	<b>20%</b>	<b>80%</b>