



Agenda Sheet for City Council Meeting of:
09/12/2016

Date Rec'd	8/30/2016
Clerk's File #	OPR 2016-0690
Renews #	
Cross Ref #	
Project #	2016152
Bid #	
Requisition #	

Submitting Dept	INTEGRATED CAPITAL MANAGEMENT
Contact Name/Phone	KEVIN PICANCO 625-6088
Contact E-Mail	KPICANCO@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4250 - INTERLOCAL AGREEMENT - SPOKANE REGIONAL HEALTH DISTRICT

Agenda Wording
 Authorization to enter into an Interlocal Agreement with the Spokane Regional Health District (SRHD) to provide design, bid and construction administration services for SRHD's Garland Walk Bike Bus project. (Garland Neighborhood Council)

Summary (Background)
 SRHD received a Federal Congestion Mitigation and Air Quality (CMAQ) grant for the Garland Walk Bike Bus project which is aimed at promoting alternative modes of transportation. A bike shelter, bike racks and kiosk will be installed as part of the program and the SRHD has requested the City's assistance in administering the design, bidding and installation of the improvements.

Fiscal Impact	Budget Account
Revenue \$ 15,000.00	# 3200 95100 99999 33320 86021
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	MILLER, KATHERINE E	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PW 8/22/16
Finance	KECK, KATHLEEN	Distribution List	
Legal		Engineering Admin	
For the Mayor	WHITNEY, TYLER	kpicanco@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing		jahensley@spokanecity.org	
		jlargent@spokanecity.org	
		htrautman@spokanecity.org	
		<i>J. Faugst</i>	

APPROVED BY
 SPOKANE CITY COUNCIL:
9/12/2016
[Signature]
 CITY CLERK

#4

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and the SPOKANE REGIONAL HEALTH DISTRICT, whose address is 1101 West College Avenue, Spokane, Washington 99201, as "SRHD". Hereafter referenced together as the "parties", and individually a "party".

WHEREAS, representatives from the City and SRHD have met and collaborated on the location and layout of a proposed bike shelter and kiosk within City right-of-way on Lincoln Street north of Garland Avenue, and have had on-going discussions regarding administration of the design, bidding and construction of the project with SRHD to confer on the City's participation in the SRHD Garland Walk Bike Bus Kiosk and Bike Shelter Project, funded in-part by a Congestion Mitigation and Air Quality Management (CMAQ) Grant; and

WHEREAS, SRHD would like to enter into an Interlocal Agreement authorized by RCW 39.34's Interlocal Cooperation Act with the City to provide lead design and construction management in the procurement and installation of a bike shelter, bike racks and informational kiosk on Lincoln Street near Garland Avenue; and

WHEREAS, SRHD will provide input on the general design layout and appearance of the kiosk and bike shelter and Agreement support, including coordination with WSDOT regarding grant reimbursement matters; -- Now, Therefore,

The parties agree to the following:

1. PURPOSE. The purpose of this Agreement is to set forth the parties' understanding of the terms and conditions under which the SRHD will provide funding to the City for providing lead design and construction management in the procurement and installation of a bike shelter, bike racks and informational kiosk on Lincoln Street near Garland Avenue for the Walk Bike Bus Kiosk and Bike Shelter Project ("Project").
2. PERFORMANCE. The City shall perform the list of tasks for the GARLAND WALK BIKE BUS KIOSK AND BIKE SHELTER PROJECT as listed in the attached Scope of Services.
3. TERM. The term of this Agreement shall begin upon signatures by both parties and will remain in effect for a reasonable time to carry out the arranged services for this Project, until further terminated in writing by either party, or completion of all Project requirements.

4. COMPENSATION. SRHD shall pay the City an amount not to exceed FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) as full compensation for the services provided under this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of SRHD in the form of an executed amendment to this Agreement.

5. PAYMENT. The City shall submit monthly applications for payment to the SRHD. Payment will be made within thirty (30) days after receipt of the City's application except as provided by state law. If SRHD objects to all or any portion of the invoice, it shall notify the City and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. MAINTENANCE OF STANDING STRUCTURE. Upon final completion of all elements of construction necessary for the Project, the City will assume ownership and be responsible for maintenance of the completed standing structure ("Premises"), until and unless an alternative party agrees to undertake this maintenance obligation. The SRHD will not be financially responsible for the maintenance of the Premises. Upon transfer or assignment of this maintenance obligation, a formal document memorializing this new arrangement shall be signed and filed with the City Clerk's Office, and placed in the files in connection with this Interlocal Agreement, and the Project. Original documents, drawings, designs, reports, or any other records developed or created for this Project shall belong to and become the property of the City.

7. RELATIONSHIP OF THE PARTIES: The parties intend that no employee - employer relationship is created by this Agreement, and that only an independent contractor relationship is established. No agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the SRHD for any purpose. Likewise, no agent, employee, servant or representative of the SRHD shall be deemed to be an employee, agent, servant or representative of the City for any purpose.

8. LIABILITY. Each party shall defend, indemnify and hold harmless the other party, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the indemnifying party's performance of this Agreement, except to the extent of those claims arising from the negligence of the non-indemnifying party, its officers and employees.

9. INSURANCE. During the term of the Agreement, the City shall maintain in force at its own expense, each insurance noted below:

- 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 or Stop Gap 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 \$1,500,000 each occurrence for bodily injury and property

damage. It shall provide that the SRHD, its officers and employees are additional insureds but only with respect to the City's services to be provided under this Agreement; 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. Professional Liability Insurance with a combined single limit of not less than \$2,000,000 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 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 from the City or its insurer(s) to the SRHD.

10. NOTICES. All notices or other communications given under this Agreement 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 same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to parties at the address set forth below, or at such other address as the parties shall from time-to-time designate by notice in writing to the other parties:

CITY: Mayor or designee
City of Spokane
Fifth Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

SRHD: Administrator
1101 West College Avenue
Spokane, Washington 99201-2095

11. ANTI-KICKBACK. No officer or employee of the City or SRHD, 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 the Agreement.

12. 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 Contract 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. SRHD and the City agree 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.

13. COMPLIANCE WITH LAWS. The parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms and subject matter of this Agreement.

14. 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.

15. GRANT REQUIREMENTS. The parties shall both comply with all applicable requirements of the Congestion Mitigation and Air Quality (CMAQ) Grant for this Project.

16. MISCELLANEOUS.

A. NON-WAIVER: No waiver by any party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.

B. ENTIRE AGREEMENT: 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 the change or addition is in writing, executed by the parties.

C. MODIFICATION: No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

D. 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.

E. 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.

F. 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 to conform to such statutory provision.

- G. ASSIGNMENT. This Agreement shall be binding upon the parties, their successors and assigns. No party may assign, in whole or in part, its interest in this Agreement without the approval of the other party.

- 17. RCW 39.34 REQUIRED CLAUSES.
 - A. PURPOSE: See Section No. 1 above.
 - B. DURATION: See Section No. 3 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 provisions above.
 - E. AGREEMENT TO BE FILED: The City shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source. The SRHD shall file this Agreement with the Spokane 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. 3 above.
 - H. PROPERTY UPON TERMINATION: Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each party contributing to its acquisition.

Dated: 9-27-16

CITY OF SPOKANE

By: 

Title: MAYOR

Attest:

[Signature]
City Clerk

Approved as to form:

[Signature]
Assistant City Attorney

Dated: 10-4-16

SPOKANE REGIONAL HEALTH DISTRICT



E-Mail address, if available:

By: *[Signature]* 10/18/16
Title: ADMINISTRATOR

Attachment which is a part of this Agreement:

Scope of Services

16-502b