


Agenda Sheet for City Council Meeting of:

06/28/2021

Date Rec'd	6/17/2021
Clerk's File #	OPR 2021-0422
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR22696

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	MARLENE FEIST 625-6505
Contact E-Mail	MFEIST@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5200 - INTERLOCAL AGREEMENT SPOKANE PUBLIC SCHOOLS RESIDENTIAL MAINTENANCE

Agenda Wording

Interlocal Agreement between Spokane Public Schools and the City of Spokane to improve Cook Street adjacent to Shaw Middle School and the library campus in Northeast Spokane. (Bemiss Neighborhood Council)

Summary (Background)

In 2019, the City of Spokane and Spokane Public Schools (SPS) entered into a partnership agreement to deliver new and renovated public school facilities, library facilities, and recreational facilities. In Northeast Spokane, Shaw Middle School has been renovated and a new Spokane Library in Northeast Spokane is being co-located with the school. This agreement pays for an investment in traffic calming and related improvements on Cook Street adjacent to the combined campus.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 721,316.57

Select \$

Select \$

Select \$

Budget Account

1100-21700-42300-54201-23005

#

#

#

Approvals

Dept Head	FEIST, MARLENE
Division Director	FEIST, MARLENE
Finance	ORLOB, KIMBERLY
Legal	ODLE, MARI
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	UE 6/14/21
Council Sponsor	Beggs
Distribution List	eraea@spokanecity.org
	publicworksaccounting@spokanecity.org
	mfeist@spokanecity.org
	gregoryf@spokaneschools.org
	eschoedel@spokanecity.org

Additional Approvals
Purchasing

Approved by Spokane City
Council on: 06/28/2021

DocuSigned by:

Laurie Farnsworth

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Acting City Clerk

City Clerk's No. 2021-0422

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF SPOKANE AND SPOKANE SCHOOL DISTRICT NO. 81
FOR THE COOK STREET TRAFFIC CALMING PROJECT**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 13th day of July, 2021, by and between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and SPOKANE SCHOOL DISTRICT NO. 81, a Washington State municipal corporation, as ("SPS"), hereinafter referred to jointly as the "Parties".

RECITALS

WHEREAS, SPS is undergoing major renovations and upgrades to its facilities; and

WHEREAS, as part of one of the renovation and upgrade projects, the City, the Spokane Public Library, and SPS have agreed to coordinate and collaborate on efforts to relocate a City library into Shaw Middle School; and

WHEREAS, SPS is utilizing the alternative public works contract method of General Contractor/Construction Management to construct improvements on behalf of SPS for the Shaw Middle School project; and

WHEREAS, SPS has undertaken significant planning in traffic design and mitigation and traffic calming efforts for Shaw Middle School and its surroundings to increase the safety of both students and members of the public who may utilize the future school and library facility; and

WHEREAS, the Citizens Transportation Advisory Board has approved a financial allocation for traffic mitigation and calming measures for the Cook Street Traffic Calming Project; and

WHEREAS, the City agrees to reimburse SPS for costs associated with the traffic mitigation project.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. BACKGROUND. This Agreement involves a collaboration between the City and SPS for traffic mitigation and calming costs associated with the relocation and construction of a City library on SPS owned property ("Project"). The Project involves the design, construction and reimbursement for traffic safety and mitigation costs of Cook Street associated with library relocation to Shaw Middle School.
2. SCOPE OF AGREEMENT. The scope of the Agreement of the Parties is as follows:
 - A. Design/Construction: SPS will design and construct the traffic calming and mitigation measures for Cook Street into the Shaw Middle School project with input and review by the City regarding traffic safety and mitigation.
 - B. Reimbursement: City will reimburse SPS for costs associated with the Cook Street improvements not to exceed the sum total as provided below.
3. PAYMENT. CITY will pay SPS directly towards costs of the Project in a lump sum amount of \$721,316.57. Said payment shall be made as follows:
 - A. Reimbursable costs for the Project improvements are generally described in Exhibit "A", which is attached hereto and incorporated into and made a part of this Agreement.
 - B. Payment will be based on a written invoice with supporting documentation. Within thirty (30) days of receiving the invoice, the City agrees to forward payment to SPS.
 - C. Should the Project improvements exceed the amount of \$721,316.57, SPS will pay the balance.
4. TERM. This Agreement will start in June 2021 and will terminate on December 31, 2021. This Agreement may be terminated only by mutual written agreement of the Parties.
5. LIABILITY. Each party shall be responsible for its own negligence. Neither party assumes 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.
6. ACCEPTANCE OF PROJECT. SPS will ensure all construction is properly inspected and conforms with state and local rules and regulations, to include without limitation inspection of all traffic and roadway improvements prior to approval or acceptance of the Project by SPS.

7. DISPUTE RESOLUTION. In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the Parties shall, as a condition precedent to taking any action, mediate the dispute using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

8. ASSIGNMENT. Neither party may assign this Agreement without written consent by the other party.

9. AMENDMENT. Amendment of this Agreement may be made only by written agreement of the Parties.

10. SEVERABILITY. If any provision of this Agreement is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Agreement shall remain enforceable.

11. WAIVER OF BREACH/DEFAULT. No waiver of any breach of any term of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.

12. INTEGRATION/MODIFICATION. This Agreement constitutes the entire and exclusive agreement between the Parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual agreement occurs between the Parties.

13. NOTICES. All notices or other communications given hereunder shall be deemed given on: (i) the day such 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 the 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 party:

City: City of Spokane
Clint Harris
Street Department
901 N. Nelson
Spokane, WA 99202

SPS: Spokane Public Schools
Greg Forsyth

Director, Capital Projects and Planning
2815 E. Garland Avenue
Spokane, WA 99207

14. RCW 39.34 REQUIRED CLAUSES.

- A. Purpose: See Recitals and Section No. 1 above.
- B. Duration: See Section No. 4 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: City shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source. SPS shall place this Agreement 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: This Agreement can be terminated in accordance with Section No. 4.
- 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.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first written above.

Dated: 7/13/2021

SPOKANE SCHOOL DISTRICT NO. 81

DocuSigned by:
Cindy Coleman
C5CFEAF23544C...
Chief Finance and Business Services Officer

Dated: 7/13/2021

CITY OF SPOKANE

DocuSigned by:
Yulie Howard

Mayor

Approved as to form:

ATTEST:

DocuSigned by:
Mike Piccolo

Assistant City Attorney

DocuSigned by:
Leri Affetto

City Clerk ACTING

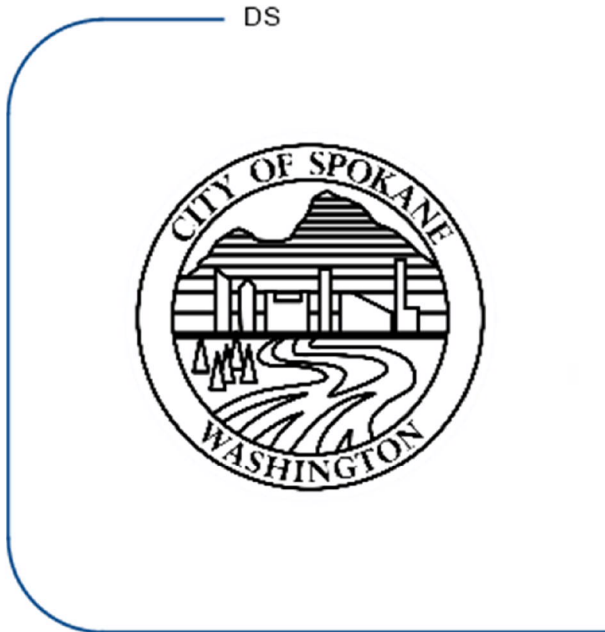


EXHIBIT "A"

The Project limits are Cook Street from East Rockwell Avenue to East Garland Avenue. The costs incurred to construct the improvements shown in the attached engineering design sheets for the purposes of this agreement will be considered eligible to receive the agreed upon city funds.

The new Hillyard Community Campus provides a multitude of new and improved assets to this neighborhood. One of the major components is the New Cook Street calming project being completed in partnership with SPS and the City. The basis of design is found inspiration in the Dutch concept of "Woonerf", which is a road design that prioritizes pedestrian and cyclist traffic over automobiles. This is done through a change of surface, a narrowing of the road, large planting areas and a "plaza" feel between the campus and the Northeast Community Center. Designated street parking and specialized drop-off locations along with additional crossings will better facilitate both vehicle and pedestrian traffic. This project covers the stretch of Cook Street from East Rockwell Avenue to East Garland Avenue. This project will be completed by Lydig Construction under the management of SPS.