

		Agenda Sheet for City Council Meeting of:		Date Rec'd	6/29/2022
		07/11/2022		Clerk's File #	OPR 2022-0506
				Renews #	
Submitting Dept	PUBLIC WORKS			Cross Ref #	
Contact Name/Phone	MARLENE FEIST	625-6505		Project #	
Contact E-Mail	MFEIST@SPOKANECITY.ORG			Bid #	
Agenda Item Type	Contract Item			Requisition #	
Agenda Item Name	5200 - INTERLOCAL AGREEMENT WITH SPS FOR REPAVING NEAR PAULINE FLETT MS				
Agenda Wording					
Interlocal agreement with Spokane Public Schools to reimburse SPS for repaving a portion of Wellesley Avenue related to the new Pauline Flett Middle School.					
Summary (Background)					
This agreement will reimburse SPS for additional cost associated with full-width paving of Wellesely Avenue between Hartley Street and Royal Court estimated at \$125,400 including 10% administrative reserve. The work will be completed by the contractor for Pualine Flett Middle School.					
Lease?	NO	Grant related?	NO	Public Works?	YES
Fiscal Impact			Budget Account		
Expense	\$	125,400	#	Various	
Select	\$		#		
Select	\$		#		
Select	\$		#		
Approvals			Council Notifications		
Dept Head	FEIST, MARLENE		Study Session\Other	Finance 6/27	
Division Director	FEIST, MARLENE		Council Sponsor	Zappone/Stratton	
Finance	MURRAY, MICHELLE		Distribution List		
Legal	ODLE, MARI		ddaniels@spokanecity.org		
For the Mayor	ORMSBY, MICHAEL		publicworksaccounting@spokanecity.org		
Additional Approvals			eraea@spokanecity.org		
Purchasing			mfeist@spokanecity.org		
			ktwohig@spokanecity.org		
			pingiosi@spokanecity.org		
Approved by Spokane City Council on: 7/11/2022					



city clerk

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE
AND SPOKANE PUBLIC SCHOOLS
Regarding Wellesley Avenue Paving**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into this 6 day of December, 2022, by and between the CITY OF SPOKANE, a Washington State municipal corporation, as (“City”), and SPOKANE PUBLIC SCHOOL, a Washington State municipal corporation, as (“SPS”), hereinafter referred to jointly as the “Parties”.

RECITALS

WHEREAS, 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; and

WHEREAS, this historic collaboration included a variety of projects that benefit both entities and the populations they serve. These citizens support both the schools and the City through their taxes; and

WHEREAS, SPS is building a new middle school in NW Spokane at the Albi Stadium site, which includes some work on East Wellesley Avenue between Hartley and Royal Court. This section of Wellesley Avenue is a local access (residential) street; and

WHEREAS, to benefit surrounding residents and help ensure the longevity of Wellesley Avenue near the school, the City would like to enhance the SPS work by adding funding to pave the full width of Wellesley Avenue between Hartley and Royal Court; and

WHEREAS, this work will be done by the contractor for the Pauline Flett Middle School, which was chosen through public bidding process and is memorialized herein.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. BACKGROUND/SCOPE. This Agreement involves reimbursement to SPS for the additional cost associated with full-width paving of Wellesley Avenue between Hartley Street and Royal Court. The Parties have received an estimated cost of \$114,000 from the contractor who was chosen through the public bidding process. In no event, shall costs for reimbursement shall not exceed the amount of \$125,400.
2. PAYMENT. City will pay SPS directly towards the costs of the project in a lump sum amount. Said payment shall be made as follows:

- A. 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.
 - B. The Project improvements to be reimbursed shall not exceed the amount of \$125,400.00. Any amounts in excess will be paid by SPS.
3. TERM. This agreement will start in June 2022 and will terminate on December 31, 2022. This Agreement may be terminated only by mutual written agreement of the Parties.
4. 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.
5. ACCEPTANCE OF PROJECT. SPS will ensure all paving is properly inspected and conforms will state and local rules and regulations, to include without limitation inspection of roadway improvements prior to approval of acceptance of the Project by City.
6. 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.
7. ASSIGNMENT. Neither Party may assign this Agreement without written consent by the other party.
8. AMENDMENT. Amendment of this Agreement may be made only by written agreement of the Parties.
9. 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.
10. WAIVER OF BEACH/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.
11. 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.
12. 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

13. RCW 39.34 REQUIRED CLAUSES.

- A. Purpose: See Recitals and Section No. 1 above.
- B. Duration: See Section 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 website 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 Section 4.

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

Dated: 12/6/2022

SPOKANE SCHOOL DISTRICT NO. 81

Cindy Coleman
Chief Finance and Business Services Officer

Dated: 12/6/2022

CITY OF SPOKANE

Julie Howard
MAYOR

Attest:

Approved as to form:

Lisa A. Foster
City Clerk

Michael J. Piccolo
Assistant City Attorney

