


Agenda Sheet for City Council Meeting of:

10/23/2023

Date Rec'd

10/10/2023

Clerk's File #

OPR 2023-1071

Renews #**Submitting Dept**PLANNING & ECONOMIC
DEVELOPMENT**Cross Ref #****Contact Name/Phone**COLIN QUINN- X6804
HURST**Project #****Contact E-Mail**

CQUINNHURST@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0650 - DIVISION TOD PILOT STUDY INTERLOCAL AGREEMENT

Agenda Wording

Interlocal Agreement between the City of Spokane, STA and Spokane County to carry out a grant award from the Federal Transit Administration as part of the Transit-Oriented Development Pilot Program.

Summary (Background)

This is an interlocal agreement between the City of Spokane, Spokane County and the Spokane Transit Authority to accept grant funding from the Federal Transit Administration for the Transit-Oriented Development Pilot Program to conduct a land use policy assessment, zoning code analysis, and station area planning for select station areas along the Division Street corridor.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

GARDNER, SPENCER

Study Session\Other

PIES 09/25/23

Division Director

MACDONALD, STEVEN

Council Sponsor

CP Kinnear, CM Stratton

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

SMITHSON, LYNDEN

smacdonald@spokanecity.org

For the Mayor

CODDINGTON, BRIAN

sgardner@spokanecity.org

Additional Approvals

tblack@spokanecity.org

Purchasing

cquinnhurst@spokanecity.org

**ACCOUNTING -
GRANTS**

MURRAY, MICHELLE

rbenzie@spokanecity.org

Approved by Spokane City Council
on: 10/23/2023

amccall@spokanecity.org

City Clerk

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Planning & Economic Development Services
Contact Name	Colin Quinn-Hurst
Contact Email & Phone	cquinnhurst@spokanecity.org ; 509-625-6804
Council Sponsor(s)	CP Kinnear and CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Division TOD Interlocal Agreement
Summary (Background) *use the Fiscal Impact box below for relevant financial information	This is an interlocal agreement between the City of Spokane, Spokane County and the Spokane Transit Authority to accept grant funding from the Federal Transit Administration for the Transit-Oriented Development Pilot Program. This grant will fund a community visioning process, land use policy assessment, zoning code analysis, and station area planning for select sites along the Division Street corridor to plan for Transit-Oriented Development in support of planned Bus Rapid Transit.
Proposed Council Action	Approval
Fiscal Impact Total Cost: <u>\$5,000 per year in 2024 and 2025</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Planning General Fund Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? The recommendations of the Division TOD Pilot Study would support improved access to transit and transit-adjacent affordable housing for residents in historically underserved neighborhoods. Through multi-modal facilities and public right-of-way improvements, the proposals of this project would connect the adjacent sidewalk, bikeway and pathway networks, and provide arterial crossings and improvements along the Division Street corridor. These gaps in walk and bike facilities previously created barriers separating residents from parks, amenities and services. The land use proposals of this study will lay the groundwork for creating concentrated nodes of Transit-Oriented Development on the Division Street corridor around selected high-use transit station. Recommendations will also further shift policy toward supporting a range of housing and commercial investments that would be more immediately accessible and available to nearby residents.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

The Division TOD Pilot Study will build on baseline data identifying existing demographics and land-use characteristics within the neighborhoods bordering the Division Street corridor between Downtown Spokane and the northern reaches of Division in Spokane County, focusing on measures of Social Vulnerability as provided by the Centers for Disease Control. The study will also identify gaps in accessible infrastructure, services and land uses, seeking direct feedback from neighborhood residents on resulting proposals through social mapping exercises, surveys and community meetings.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

This project will assess baseline conditions at focus areas, addressing transportation patterns, land use patterns, and demographic conditions. The project will include multiple rounds of public engagement consisting of questionnaires, surveys, and online mapping activities, as well as public meetings and presentations. A Steering Committee made up of elected and non-elected City, County, and agency representatives from the project area will provide guidance and feedback throughout the study. The feedback obtained through these efforts, as well as through assessment of existing land use policies and development codes, will inform the selection of proposed solutions and policy recommendations. Subsequent investments, plans, policy changes and studies will be measured using these same methods to determine changes as compared to baseline conditions. Future planning and infrastructure projects will continue seeking public input using these methods to assess changes in conditions.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Chapter 3, Land Use:

- LU 2: Public Realm Enhancement
- LU 3: Efficient Land Use
- LU 4: Transportation
- LU 4.6: Transit-Supported Development

Chapter 4, Transportation:

- TR 2: Transportation Supporting Land Use
- TR 5: Active Transportation
- TR 6: Commercial Center Access
- TR 7: Neighborhood Access
- TR 9: Promote Economic Opportunity

Chapter 7, Economic Development:

- ED 2: Land Available for Economic Activities
- ED 3: Strong, Diverse, and Sustainable Economy

This project also aligns with previous studies and plans conducted by the Spokane Transit Authority and the City of Spokane to assess the potential for high-performance transit as well as suitability for transit-supportive land use and infrastructure investments. These studies include Connect Spokane: A Comprehensive Plan for Public Transportation, the Central City Line Strategic Overlay Plan (2016), Economic and Land Use Impacts of the Central City Line (2014), the DivisionConnects Phase 2: Land Use and Active Transportation assessments (2022), as well as supportive neighborhood-level planning efforts including the [Logan Neighborhood Subarea Plan](#).

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE, THE
COUNTY OF SPOKANE, AND THE SPOKANE TRANSIT AUTHORITY (“STA”), FOR
DEVELOPMENT AND FUNDING OF DIVISION STREET TRANSIT-ORIENTED
DEVELOPMENT (“TOD”) CORRIDOR PLAN**

THIS INTERLOCAL AGREEMENT (“Agreement”), authorized per RCW 39.34.030, is made and entered into between the CITY OF SPOKANE, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as the “CITY”, the COUNTY OF SPOKANE, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the “COUNTY” and the SPOKANE TRANSIT AUTHORITY, a Washington State political subdivision and special purpose district, having offices for the transaction of business at 1230 West Boone Avenue, Spokane, Washington 99201, hereinafter referred to as “STA”, each individually referred to as a “PARTY” and collectively as the “PARTIES”.

SECTION 1: RECITALS AND FINDINGS

WHEREAS, pursuant to the provisions of Revised Code of Washington (“RCW”) Chapter 39.34 (“Interlocal Corporation Act”), the PARTIES may contract with each other to perform certain functions which each may legally perform; and

WHEREAS, in preparation of the planned Division Street Bus Rapid Transit (“BRT”) project, [linked here https://www.spokanetransit.com/wp-content/uploads/2023/08/Division-Street-BRT_Phase-1_Report_Final_071023_with-appendices.pdf](https://www.spokanetransit.com/wp-content/uploads/2023/08/Division-Street-BRT_Phase-1_Report_Final_071023_with-appendices.pdf)) and summarized in Exhibit A attached hereto, the CITY, COUNTY, and STA applied for the Fiscal Year 2021 Pilot Program for a Transit-Oriented Development Planning (“TOD”) grant from the United States Federal Transit Administration (FTA) to fund work that will yield the “Division Street TOD Corridor Plan”; and

WHEREAS, the corridor-wide TOD plan will build on the work completed in the DivisionConnects study, [linked here \(https://www.srtc.org/wp-content/uploads/2022/08/DivisionConnects-Vision-and-Implementation-Strategy-Phase-2-Report_final2.pdf\)](https://www.srtc.org/wp-content/uploads/2022/08/DivisionConnects-Vision-and-Implementation-Strategy-Phase-2-Report_final2.pdf) and summarized in Exhibit B attached hereto, to reimagine how the current highway arterial could transform into a multimodal corridor, teaming with accessible transit, a mix of jobs and housing, and abundant access for all; and

WHEREAS, grant funding received through the FTA’s TOD Pilot Program will aid in taking the next step of TOD planning for the Division Street corridor to comprehensively plan for BRT-centered, transit-oriented development along the entire corridor that addresses climate change, challenges facing environmental justice populations, and racial equity and barriers to opportunity; and

WHEREAS, this document updates the June 2021 Letter of Intent explaining the

partnership between the STA as the transit project sponsor and the City and the County as the entities within the project corridor with land use planning authority to conduct the comprehensive planning work; and

WHEREAS, in pursuit of planning for and implementing transit-supportive development along the Division Street corridor, the City, County, and STA will also continue to work closely with the Spokane Regional Transportation Council (SRTC), and the Washington State Department of Transportation (WSDOT) to carry out the collaborative TOD planning process for this TOD planning project.

NOW, THEREFORE, in consideration of the following terms and conditions, to include the above recitals, which are incorporated herein as a part of this Interlocal Agreement, it is agreed among the Parties:

SECTION 2: PURPOSE

The purpose of this Interlocal Agreement is to set forth the shared understanding of the CITY, COUNTY and the STA regarding generation of a Transit-Oriented Development (“TOD”) Plan for the Division Street Corridor, and funding for development of such Plan, utilizing a combination of both United States Federal Transit Administration (“FTA”) Pilot Program TOD grant monies awarded STA, and supportive cost-share funding from both the CITY and COUNTY as the land use authorities responsible for completing the federal grant work and deliverables.

SECTION 3: DURATION

The term of this Agreement shall begin on October 1, 2023 and end on December 31, 2026, or coincide with the TOD Pilot Program grant agreement schedules established by the Federal Transit Administration, currently scheduled for completion by December 31, 2026.

SECTION 4: RESPONSIBILITIES OF THE PARTIES

See attached Exhibit A for PARTIES’ RESPONSIBILITIES.

SECTION 5: RECORDS

All public records prepared, owned, used or retained by either PARTY in conjunction with meeting its responsibilities under this Agreement shall be made available to the other PARTY upon written request subject to the attorney-client and attorney work product privileges set forth in statute, court rule, or case law.

SECTION 6: JOINT BOARD

Pursuant to RCW 39.34.030(4)(a), the PARTIES will each appoint a representative from their respective agencies to a Joint Board who will administer the cooperative undertaking set forth in this Agreement.

SECTION 7: AGREEMENT TO BE FILED

Pursuant to RCW 39.34.040, prior to its entry into force, this AGREEMENT shall be filed with the County Auditor or, alternatively, listed by subject on each PARTIES

website or other electronically retrievable public source.

SECTION 8: FINANCING

See attached Exhibit A for PARTIES' RESPONSIBILITIES.

SECTION 9: AMENDMENTS

This Agreement may be amended by the mutual written agreement of the Parties executed by personnel authorized to bind each of the Parties.

SECTION 10: SEVERABILITY.

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

SECTION 11: ANTI-KICKBACK

No officer or employee of the Parties, 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.

SECTION 12: ANTIDISCRIMINATION

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 agree to comply with, and to require that all subcontractors to the extent utilized 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 to the subject matter of this Agreement.

SECTION 13: GOVERNING BODY APPROVAL ACTION

Pursuant to RCW 39.34.030(2), Appropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the Parties shall be necessary before this Agreement enters into force and effect.

SECTION 15: LEGAL RELATIONS

Individually, each Party to this Agreement shall protect, defend, indemnify and save harmless each other Party, its officers, officials, employees and agents from any and all costs, claims, judgment and/or awards of damages resulting from the negligent acts or omissions of its officers, officials, employees and agents acting with the scope of their employment arising out of or in connection with the performance of the Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of more than one Party, their officers, officials, employees and agents, an individual Party's liability hereunder shall be only to the extent of that Party's negligence.

SECTION 16: FORCE MAJEURE

In the event any Party's obligations under this Agreement are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbances, exposition, sabotage accident or other casualty, weather event, act of God, any law, ordinance, rule or regulation which becomes effective after the date of this Agreement, or any other cause beyond the reasonable control of any Party, then the Parties shall be released from performance under the Agreement. Parties hereby waive any claim for damages or compensation for such delay or failure to perform.

SECTION 15: PUBLIC RECORDS ACT

Each Party to this Agreement understand and acknowledges that they are each subject to the Public Records Act, RCW 42.56 *et seq.*

SECTION 17: TERMINATION

- (a) This Agreement shall be effective upon the signature of all Parties.
- (b) A Party to this Agreement may terminate its participation by providing sixty (60) days written notice of termination to the other Parties. The terminating Party will continue participation, financial or otherwise, up to the effective date of termination.
- (c) This Agreement also may be amended by the mutual written consent of the Parties authorized representatives.

SECTION 18: MISCELLANEOUS PROVISIONS

- (a) Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect. Notwithstanding the foregoing, this Agreement shall be subject to renegotiation as provided in this Agreement.
- (b) Assignability. The rights, duties, and obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- (c) Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the Parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the Parties hereto.

- (d) Mediation/Arbitration Clause. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the Parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration, which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the Parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. The Arbitration shall be final and binding pursuant to RCW Chapter 7.04A.
- (e) 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 of this Interlocal Agreement.
- (f) 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.
- (g) Assignment/Binding Effect. Performance of any or all aspects of this Interlocal Agreement may not be assigned without written authorization by the other party. Likewise, neither party may assign their respective rights to any claims or actions arising out of or relating to this Agreement without written authorization.
- (h) Modification. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- (i) 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.
- (j) Governing Law/Venue. The terms of this Agreement shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Spokane County, Washington.
- (k) 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 one and the same.

SECTION 19: RCW 39.34.030 REQUIRED CLAUSES

- (a) **DURATION:** As set forth in Section 3 above.
- (b) **ORGANIZATION:** As set forth in Section 6 above. Each party is duly organized and in existence. No new or separate legal or administrative entity is created to otherwise administer this Agreement.
- (c) **PURPOSE:** As set forth in Section 2 above.
- (d) **RESPONSIBILITIES OF THE PARTIES:** As outlined in Exhibit A.
- (e) **FINANCING:** As set forth in Section 8 above. Each Party shall be responsible for the financing of its obligations through its budgetary process.
- (f) **TERMINATION AND DISPOSAL OF PROPERTY:** As set forth in Section 17 above. Upon termination, each party retains control of its property. Jointly held property shall be divided in proportion to the amount each Party contributed to acquisition.
- (g) **ADMINISTRATOR OR JOINT BOARD:** As set forth in Section 6 above.
- (h) **AGREEMENT TO BE FILED:** As set forth in Section 7 above.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on the date and year set forth opposite their respective signature block, the date of the last signature being the effective date of the Agreement.

Spokane County

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

MARY L. KUNEY, Chair

JOSH KERNS, Vice Chair

AL FRENCH, Commissioner

AMBER WALDREF, Commissioner

CHRIS JORDAN, Commissioner

ATTEST

Ginna Vasquez
Clerk of the Board

City of Spokane

DATED: 11/20/2023

Yvonne Stokland

Mayor

Approve as to form:

Michael J Piccolo

ATTEST *[Signature]*



Spokane Transit Authority

DATED: 10/30/2023

E. Susan Meyer
E. Susan Meyer
Chief Executive Officer

ATTEST *Dana Infalt*
Dana Infalt
Clerk of the Board

EXHIBIT A**PARTIES' RESPONSIBILITIES****CITY Role and Responsibilities**

The City is the local municipality with jurisdiction over land use for the majority of the corridor length. As such, the City makes the following financial commitment for the Pilot Program for Transit-Oriented Development Planning grant:

Funding Commitments				
In-Kind Match				
Position	Department	Amount	Year	Type
Assistant Planner II	Planning Services	\$83,790	Year 1 and 2	In-Kind Match
Associate Planner	Planning Services	\$82,857	Year 1 and 2	In-Kind Match
Principal Planner	Planning Services	\$3,193	Year 1 and 2	In-Kind Match
Planning Director	Planning Services	\$266.50	Year 1 and 2	In-Kind Match
Senior Engineer	Integrated Capital Management	\$2,886.40	Year 1 and 2	In-Kind Match
ICM Director	Integrated Capital Management	\$734.08	Year 1 and 2	In-Kind Match
Cash Match				
	Year	Amount		Type
	Year 1	\$5,000		Cash Match
	Year 2	\$5,000		Cash Match
Subtotal				
	<i>Year 1</i>	\$86,864		
	<i>Year 2</i>	\$86,864		
Total Funding Commitments		\$183,726.98		

The City's Planning Services Department has committed a cash match of \$5,000 from the fiscal year 2023 budget, and will commit \$5,000 from the fiscal year 2024 budget towards the minimum grant matching requirement outlined by the Federal Transit Administration. In addition to the cash match, the City is committing an in-kind match of dedicated staff time of \$86,864 each year of the two-year project.

FTA TOD PLANNING GRANT – DIVISION STREET
CITY, COUNTY, AND STA PROJECT UNDERSTANDING AND APPROACH - 2022

The City agrees to provide staff support including but not limited to: dedicated Planning Services staff for project management and oversight; consultant coordination; administrative support for public engagement and legal noticing requirements; and a team of interdepartmental technical and professional staff to participate via the Project Management Team and Technical Advisory Committee.

The City, in concert with the County and STA, agrees to select and contract with a consultant and/or consultant team to undertake and complete the Division Street TOD Corridor project. The City shall use its reasonable business judgment, as it deems appropriate, in bidding and awarding contracts for the work associated with the project. A representative from the County and STA will be included in the consultant selection process and in the preparation of the final scope of work.

As technical analysis of the bus-rapid transit line along Division Street continues, the City shall remain an active Project Team participant so that findings from the study can inform the final deliverable for the Division Street TOD Corridor plan.

The City reserves the authority of the City Council as the final approval body of any comprehensive planning in the City to adopt, adopt with amendments, or deny the final resulting Division Street TOD Corridor plan, pursuant to Spokane Municipal Code Title 17G.

COUNTY Role and Responsibilities

The County is the municipality with jurisdiction the northernmost portion of the corridor. As partner to the proposed work and the grant, Spokane County makes the following financial commitment for the Pilot Program for Transit-Oriented Development Planning grant:

Funding Commitments				
In-Kind Match				
Position	Department	Amount	Year	Type
Assoc Planner	Building & Planning	\$19,686	Year 1 and 2	In-Kind Match
Senior Planner	Building & Planning	\$8,560	Year 1 and 2	In-Kind Match
Planning Director	Building & Planning	\$5,026	Year 1 and 2	In-Kind Match
Cash Match				
	Year	Amount		Type
	Year 1	\$2,500		Cash Match
	Year 2	\$2,500		Cash Match
Subtotal				
	<i>Year 1</i>	\$35,772		
	<i>Year 2</i>	\$35,772		

Total Funding Commitments	\$71,544
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The Spokane County Commissioners are in support of \$5,000 cash match over two years, and \$71,544 in-kind matching towards the grant matching requirement outlined by the Federal Transit Administration. Roles and responsibilities of the County are further described below:

- The County agrees to provide staff support including but not limited to: dedicated Planning Department staff for project oversight; consultant coordination; administrative support for public engagement and legal noticing requirements; and to participate in the Project Management Team; additionally, a County engineering staffer will provide technical and professional support by participating in the Technical Advisory Committee.
- The County, in concert with the City and STA, will participate in the procurement and selection process, as well as task management, with a consultant and/or consultant team to undertake and complete the Division Street TOD Corridor project.
- As technical analysis of the bus-rapid transit line along Division Street continues, the County shall remain an active Project Team participant so that findings from the study can inform the final deliverable for the Division Street TOD Corridor plan.
- The County reserves the authority of the Spokane County Commissioners as the final approval body of any comprehensive planning in the County to adopt, adopt with amendments, or deny the final resulting Division Street TOD Corridor Plan.

STA Roles and Responsibilities

STA is the transit project sponsor, the designated FTA grant recipient, and the region's sole public transportation benefit area and public transportation provider. As such, the STA commits to the following roles and responsibilities:

- STA is the grant recipient and will reimburse the City of Spokane and Spokane County upon submittal of payment request/progress reports.
- As technical analysis for the bus-rapid transit line along Division Street continues, STA shall remain an active Project Team participant so that findings from the study can inform the final deliverable for the Division Street TOD Corridor plan.
- STA agrees to provide staff support including but not limited to: designated staff to coordinate grant disbursement; support for public engagement; and staff participation on the Project Management Team and Technical Advisory Committee.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF APPROVING AN
INTERLOCAL AGREEMENT FOR THE
DIVISION STREET TRANSPORTATION
ORIENTED DEVELOPMENT WITH THE CITY
OF SPOKANE, SPOKANE TRANSIT
AUTHORITY, AND SPOKANE COUNTY

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington ("Board") has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to the provisions of Chapter 36.70 RCW, the Board has created a Department of Building and Planning ("Department") and a Planning Commission ("Commission") (Resolution No. 76-698); and

WHEREAS, Pursuant to the provisions of the Revised Code of Washington (RCW) Chapter 39.34 (Interlocal Corporation Act), the parties may contract with each other to perform certain functions which each may legally perform; and

WHEREAS, in preparation of the Planned Division Street Bus Rapid Transit (BRT) project, the city, county, and STA applied for the fiscal year 2021 pilot program for Transportation Oriented Development Planning from the United States Federal Transit Administration (FTA) to fund work that will yield the "Division Street TOD Corridor Plan"; and

WHEREAS, Grant funding received through the FTA Transportation-Oriented Development Pilot Program will aid in taking the next step of TOD planning for the Division Street Corridor to comprehensively plan for BRT-centered, transit-oriented development along the entire corridor. The plan shall address the entire corridor and evaluate climate change challenges, environmental justice for challenged populations, racial equity and barriers to opportunity; and

WHEREAS, in pursuit of planning for and implementing transit-supportive development along the Division Street corridor, the City, County, and STA will also continue to work closely with the Spokane Regional Transportation Council (SRTC), and the Washington State Department of Transportation (WSDOT) to carry out the collaborative TOD planning process for this TOD planning project.

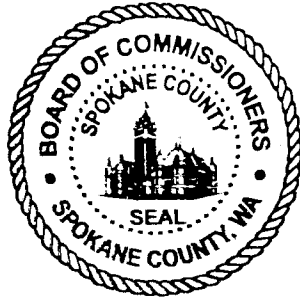
NOW THEREFORE BE IT RESOLVED, pursuant to the provisions in 36.32.120(6) and RCW Chapter 39.34, by the Board of County Commissioners of Spokane County, Washington, hereby executes the document titled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE, THE COUNTY OF SPOKANE, AND THE SPOKANE TRANSIT AUTHORITY ("STA"), FOR DEVELOPMENT AND FUNDING OF DIVISION

STREET TRANSIT-ORIENTED DEVELOPMENT (“TOD”) CORRIDOR PLAN”
attached hereto and incorporated herein by reference.

NOW THEREFORE BE IT RESOLVED, the parties have caused this agreement to be
executed on the date and year below.

PASSED AND ADOPTED this 26th day of September, 2023.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



Mary L. Kuney
MARY L. KUNEY, Chair

ATTEST:

Josh Kerns
JOSH KERNS, Vice-Chair

GINNA VASQUEZ
GINNA VASQUEZ, Clerk of the Board

Chris Jordan
CHRIS JORDAN, Commissioner

Amber Waldref
AMBER WALDREF, Commissioner

Al French
AL FRENCH, Commissioner

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE, THE
COUNTY OF SPOKANE, AND THE SPOKANE TRANSIT AUTHORITY (“STA”), FOR
DEVELOPMENT AND FUNDING OF DIVISION STREET TRANSIT-ORIENTED
DEVELOPMENT (“TOD”) CORRIDOR PLAN**

THIS INTERLOCAL AGREEMENT (“Agreement”), authorized per RCW 39.34.030, is made and entered into between the CITY OF SPOKANE, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as the “CITY”, the COUNTY OF SPOKANE, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the “COUNTY” and the SPOKANE TRANSIT AUTHORITY, a Washington State public transportation benefit area, having offices for the transaction of business at 1230 West Boone Avenue, Spokane, Washington 99201, hereinafter referred to as “STA”, each individually referred to as a “PARTY” and collectively as the “PARTIES”.

SECTION 1: RECITALS AND FINDINGS

WHEREAS, pursuant to the provisions of Revised Code of Washington (“RCW”) Chapter 39.34 (“Interlocal Corporation Act”), the Parties may contract with each other to perform certain functions which each may legally perform; and

WHEREAS, in preparation of the planned Division Street Bus Rapid Transit (“BRT”) project, linked here <https://www.spokanetransit.com/wp-content/uploads/2023/08/Division-Street-BRT-Phase-1-Report-Final-071023-with-appendices.pdf>, the City, County, and STA applied for the Fiscal Year 2021 Pilot Program for a Transit-Oriented Development Planning (“TOD”) grant from the United States Federal Transit Administration (FTA) to fund work that will yield the “Division Street TOD Corridor Plan”; and

WHEREAS, the corridor-wide TOD plan will build on the work completed in the DivisionConnects study, linked here https://www.srtc.org/wp-content/uploads/2022/08/DivisionConnects-Vision-and-Implementation-Strategy-Phase-2-Report_final2.pdf, to reimagine how the current highway arterial could transform into a multimodal corridor, teaming with accessible transit, a mix of jobs and housing, and abundant access for all; and

WHEREAS, grant funding received through the FTA’s TOD Pilot Program will aid in taking the next step of TOD planning for the Division Street corridor to comprehensively plan for BRT-centered, transit-oriented development along the entire corridor that addresses climate change, challenges facing environmental justice populations, and racial equity and barriers to opportunity; and

WHEREAS, this document updates the June 2021 Letter of Intent explaining the partnership between the STA as the transit project sponsor and the City and the County as the entities within the project corridor with land use planning authority to conduct the comprehensive planning work; and

WHEREAS, in pursuit of planning for and implementing transit-supportive development along the Division Street corridor, the city, County, and STA will also continue to work closely with the Spokane Regional Transportation Council (SRTC), and the Washington State Department of Transportation (WSDOT) to carry out the collaborative TOD planning process for this TOD planning project.

NOW, THEREFORE, in consideration of the following terms and conditions, to include the above recitals, which are incorporated herein as a part of this Interlocal Agreement, it is agreed among the Parties:

SECTION 2: PURPOSE

The purpose of this Interlocal Agreement is to set forth the shared understanding of the City, County and the STA regarding generation of a Transit-Oriented Development “(TOD)” Plan for the Division Street Corridor, and funding for development of such Plan, utilizing a combination of both United States Federal Transit Administration (“FTA”) Pilot Program TOD grant monies awarded STA, and supportive cost-share funding from both the City and County as the land use authorities responsible for completing the federal grant work and deliverables.

SECTION 3: DURATION

The term of this Agreement shall begin on October 1, 2023, and end on December 31, 2026, or coincide with the TOD Pilot Program grant agreement schedules established by the Federal Transit Administration, currently scheduled for completion by December 31, 2026.

SECTION 4: RESPONSIBILITIES OF THE PARTIES

See attached Exhibit A for PARTIES’ RESPONSIBILITIES.

SECTION 5: RECORDS

All public records prepared, owned, used or retained by either Party in conjunction with meeting its responsibilities under this Agreement shall be made available to the other Party upon written request subject to the attorney-client and attorney work product privileges set forth in statute, court rule, or case law.

SECTION 6: JOINT BOARD

Pursuant to RCW 39.34.030(4)(a), the Parties will each appoint a representative from their respective agencies to a Joint Board who will administer the cooperative undertaking set forth in this Agreement.

SECTION 7: AGREEMENT TO BE FILED

Pursuant to RCW 39.34.040, prior to its entry into force, this Agreement shall be filed with the County Auditor or, alternatively, listed by subject on each Parties website or other electronically retrievable public source.

SECTION 8: FINANCING

See attached Exhibit A for PARTIES’ RESPONSIBILITIES.

SECTION 9: AMENDMENTS

This Agreement may be amended by the mutual written agreement of the Parties executed by personnel authorized to bind each of the Parties.

SECTION 10: SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

SECTION 11: ANTI-KICKBACK

No officer or employee of the Parties, 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.

SECTION 12: ANTIDISCRIMINATION

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 agree to comply with, and to require that all subcontractors to the extent utilized 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 to the subject matter of this Agreement.

SECTION 13: GOVERNING BODY APPROVAL ACTION

Pursuant to RCW 39.34.030(2), Appropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the Parties shall be necessary before this Agreement enters into force and effect.

SECTION 14: LEGAL RELATIONS

Individually, each Party to this Agreement shall protect, defend, indemnify and save harmless each other Party, its officers, officials, employees and agents from any and all costs, claims, judgment and/or awards of damages resulting from the negligent acts or omissions of its officers, officials, employees and agents acting with the scope of their employment arising out of or in connection with the performance of the Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of more than one Party, their officers, officials, employees and agents, an individual Party's liability hereunder shall be only to the extent of that Party's negligence.

SECTION 15: FORCE MAJEURE

In the event any Party's obligations under this Agreement are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor

disturbances, exposition, sabotage accident or other casualty, weather event, act of God, any law, ordinance, rule or regulation which becomes effective after the date of this Agreement, or any other cause beyond the reasonable control of any Party, then the Parties shall be released from performance under the Agreement. Parties hereby waive any claim for damages or compensation for such delay or failure to perform.

SECTION 16: PUBLIC RECORDS ACT

Each Party to this Agreement understand and acknowledges that they are each subject to the Public Records Act, RCW 42.56 *et seq.*

SECTION 17: TERMINATION

- (a) This Agreement shall be effective upon the signature of all Parties.
- (b) A Party to this Agreement may terminate its participation by providing sixty (60) days written notice of termination to the other Parties. The terminating Party will continue participation, financial or otherwise, up to the effective date of termination.
- (c) This Agreement also may be amended by the mutual written consent of the Parties authorized representatives.

SECTION 18: MISCELLANEOUS PROVISIONS

- (a) Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect. Notwithstanding the foregoing, this Agreement shall be subject to renegotiation as provided in this Agreement.
- (b) Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the Parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the Parties hereto.
- (c) Mediation/Arbitration Clause. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the Parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration, which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the Parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each party shall bear the

expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. The Arbitration shall be final and binding pursuant to RCW Chapter 7.04A.

- (d) 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 of this Interlocal Agreement.
- (e) 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.
- (f) Assignment/Binding Effect. Performance of any or all aspects of this Interlocal Agreement may not be assigned without written authorization by the other party, which consent shall not be unreasonably withheld. Likewise, neither party may assign their respective rights to any claims or actions arising out of or relating to this Agreement without written authorization.
- (g) Modification. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- (h) 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.
- (i) Governing Law/Venue. The terms of this Agreement shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Spokane County, Washington.
- (j) 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 one and the same.

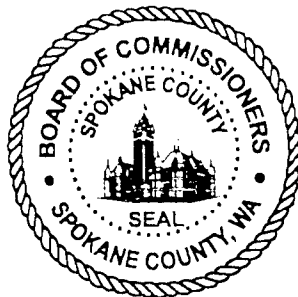
SECTION 19: RCW 39.34.030 REQUIRED CLAUSES

- (a) Duration: As set forth in Section 3 above.
- (b) Organization: As set forth in Section 6 above. Each party is duly organized and in existence. No new or separate legal or administrative entity is created to otherwise administer this Agreement.
- (c) Purpose: As set forth in Section 2 above.
- (d) Responsibilities of the Parties: As outlined in Exhibit A.
- (e) Financing: As set forth in Section 8 above and Exhibit A. Each Party shall be responsible for the financing of its obligations through its budgetary process.

- (f) Termination and Disposal of Property: As set forth in Section 17 above. Upon termination, each party retains control of its property. Jointly held property shall be divided in proportion to the amount each Party contributed to acquisition.
- (g) Administrator or Joint Board: As set forth in Section 6 above.
- (h) Agreement to be Filed: As set forth in Section 7 above.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on the date and year set forth opposite their respective signature block, the date of the last signature being the effective date of the Agreement.

DATED: 9/26/23



ATTEST:

Shelly Thompson CBO
 Ginna Vasquez
 Clerk of the Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS
 OF SPOKANE COUNTY, WASHINGTON

Mary L. Kuney
 MARY L. KUNEY, Chair

Josh Kerns
 JOSH KERNS, Vice Chair

Al French
 AL FRENCH, Commissioner

Amber Waldref
 AMBER WALDREF, Commissioner

Chris Jordan
 CHRIS JORDAN, Commissioner

CITY OF SPOKANE

DATED: _____

 NADINE WOODWARD
 Mayor, City of Spokane

ATTEST:

 TERRI PFISTER
 Clerk, City of Spokane

SPOKANE TRANSIT AUTHORITY

DATED: _____

E. SUSAN MEYER
Chief Executive Officer, Spokane Transit
Authority

ATTEST:

DANA INFALT
Clerk of the Spokane Transit Authority Board

EXHIBIT A
PARTIES' RESPONSIBILITIES

A. City Role and Responsibilities

The city is the local municipality with jurisdiction over land use for the majority of the corridor length. As such, the City makes the following financial commitment for the Pilot Program for Transit-Oriented Development Planning grant:

In-Kind Match				
Position	Department	Amount	Year	Type
Assistant Planner II	Planning Services	\$83,790	Year 1 and 2	In-Kind Match
Associate Planner	Planning Services	\$82,857	Year 1 and 2	In-Kind Match
Principal Planner	Planning Services	\$3,193	Year 1 and 2	In-Kind Match
Planning Director	Planning Services	\$266	Year 1 and 2	In-Kind Match
Senior Engineer	Integrated Capital Management	\$2,886	Year 1 and 2	In-Kind Match
ICM Director	Integrated Capital Management	\$734	Year 1 and 2	In-Kind Match
Cash Match				
	Year	Amount		Type
	Year 1	\$5,000		Cash Match
	Year 2	\$5,000		Cash Match
Subtotal				
	<i>Year 1</i>	\$86,864		
	<i>Year 2</i>	\$86,864		
Total Funding Commitments		\$183,728		

The City's Planning Services Department has committed a cash match of \$5,000 from the fiscal year 2023 budget and will commit \$5,000 from the fiscal year 2024 budget towards the minimum grant matching requirement outlined by the Federal Transit Administration. In addition to the cash match, the city is committing an in-kind match of dedicated staff time of \$86,864 each year of the two-year project.

The City agrees to provide staff support including but not limited to: dedicated Planning Services staff for project management and oversight; consultant coordination; administrative support for public engagement and legal noticing requirements; and a team of interdepartmental technical and

professional staff to participate via the Project Management Team and Technical Advisory Committee.

The City, in concert with the County and STA, agrees to select and contract with a consultant and/or consultant team to undertake and complete the Division Street TOD Corridor project. The City shall use its reasonable business judgment, as it deems appropriate, in bidding and awarding contracts for the work associated with the project. A representative from the County and STA will be included in the consultant selection process and in the preparation of the final scope of work.

As technical analysis of the bus-rapid transit line along Division Street continues, the City shall remain an active Project Team participant so that findings from the study can inform the final deliverable for the Division Street TOD Corridor plan.

The City reserves the authority of the City Council as the final approval body of any comprehensive planning in the City of Spokane municipal boundaries to adopt, adopt with amendments, or deny the final resulting Division Street TOD Corridor plan, pursuant to Spokane Municipal Code Title 17G.

B. County Role and Responsibilities

The County is the municipality with jurisdiction over the northernmost portion of the corridor. As partner to the proposed work and the grant, Spokane County makes the following financial commitment for the Pilot Program for Transit-Oriented Development Planning grant:

In-Kind Match				
Position	Department	Amount	Year	Type
Assoc Planner	Building & Planning	\$19,686	Year 1 and 2	In-Kind Match
Senior Planner	Building & Planning	\$8,560	Year 1 and 2	In-Kind Match
Planning Director	Building & Planning	\$5,026	Year 1 and 2	In-Kind Match
Cash Match				
	Year	Amount	Type	
	Year 1	\$2,500	Cash Match	
	Year 2	\$2,500	Cash Match	
Subtotal				
	<i>Year 1</i>	\$35,772		
	<i>Year 2</i>	\$35,772		
	Total Funding Commitments	\$71,544		

The Spokane County Commissioners are in support of \$5,000 cash match over two years, and

\$66,544 in-kind matching towards the grant matching requirement outlined by the Federal Transit Administration. Roles and responsibilities of the County are further described below:

- The County agrees to provide staff support including but not limited to: dedicated Planning Department staff for project oversight; consultant coordination; administrative support for public engagement and legal noticing requirements; and to participate in the Project Management Team; additionally, a county engineering staffer will provide technical and professional support by participating in the Technical Advisory Committee.
- The County, in concert with the City and STA, will participate in the procurement and selection process, as well as task management, with a consultant and/or consultant team to undertake and complete the Division Street TOD Corridor project.
- As technical analysis of the bus-rapid transit line along Division Street continues, the County shall remain an active Project Team participant so that findings from the study can inform the final deliverable for the Division Street TOD Corridor plan.
- The County reserves the authority of the Spokane County Commissioners as the final approval body of any comprehensive planning in the County to adopt, adopt with amendments, or deny the final resulting Division Street TOD Corridor Plan.

C. STA Roles and Responsibilities

STA is the transit project sponsor, the designated FTA grant recipient, and the region's sole public transportation benefit area and public transportation provider. As such, the STA commits to the following roles and responsibilities:

- STA is the grant recipient and will reimburse the City of Spokane upon submittal of payment request/progress reports.
- As technical analysis for the bus-rapid transit line along Division Street continues, STA shall remain an active Project Team participant so that findings from the study can inform the final deliverable for the Division Street TOD Corridor plan.
- STA agrees to provide staff support including but not limited to: designated staff to coordinate grant disbursement; support for public engagement; and staff participation on the Project Management Team and Technical Advisory Committee.

Submit to Clerk of the Board with available supporting materials (Resolutions, Agreements, Presentations, etc.)

AGENDA SHEET

SUBMITTING DEPARTMENT: *Building & Planning*

CONTACT PERSON: *Scott Chesney, Jessica Pilgrim, Laurie Carver*

PHONE NUMBER: *477-7212, 509-477-3641, 509-477-7127*

CHECK TYPE OF MEETING BELOW: BELOW FOR CLERK'S USE ONLY:

Regular Legislative Session Agenda

Clerk's Resolution No.	<u>23 - 0571</u>
Approved:	<u>Majority/Unanimous</u>
Denied:	<u>Majority/Unanimous</u>
Renews/Amends No.	_____
Public Works No.	_____
Purchasing Dept. No.	_____

AGENDA TITLE *(please provide a reasonably descriptive agenda title for this item:* Authorize the execution of an Interlocal Agreement with the City of Spokane and Spokane Transit Authority for use of federal grant funds to study transit-oriented development generally along North Division Street in city and county jurisdictions for the Spokane County Planning Department.

DESCRIPTIVE SUMMARY *(please provide anticipated fiscal and budgetary information & reason for request):* Spokane County, the City of Spokane, and STA signed a letter of intent in June 2021 to study future development along the northern segments of Division Street including areas in unincorporated Spokane County. This Interlocal Agreement clarifies roles and responsibilities of the three entities for in-kind and financial commitments to match funds awarded to STA for this study.

FISCAL IMPACT *(please provide anticipated fiscal and budgetary impact, with amount and source of funds, if applicable):* Letter of intent commits the City of Spokane to \$183,726.98 for in-kind and cash (\$10,000) match; Spokane County committed to \$71,544.00 in kind and cash (\$5,000) for the two-year study period.

REQUESTED BOARD ACTION *(if any):* Approval of Interlocal Agreement for STA study

This Item will need to be codified in the Spokane County Code: No