

RESOLUTION NO. **18 - 0601**

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN INTERLOCAL AGREEMENT)
BETWEEN THE WASHINGTON STATE DEPARTMENT OF)
TRANSPORTATION AND SPOKANE COUNTY TO ALLOW THE)
COUNTY PUBLIC WORKS DEPARTMENT TO ACCEPT FUNDING)
AND PERFORM A TRANSPORTATION STUDY)

RESOLUTION

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

WHEREAS, pursuant to Chapter 39.34 RCW, the Washington State Department of Transportation ('WSDOT') and Spokane County ('the County') may enter into a cooperative Interlocal Agreement wherein the County will conduct a transportation study in north Spokane County as the lead agency, more specifically the area encompassing Farwell Road north to Greenbluff Road and Shady Slope Road east to Bruce Road; and

WHEREAS, WSDOT has agreed to participate in the transportation study with a one-time contribution of One Hundred Twenty Thousand and No/100s Dollars (\$120,000.00); and

WHEREAS, the County, pursuant to RCW 39.34.030, by resolution of the Board must approve the cooperative agreement between WSDOT and the County prior to the County requesting the funds and commencing the transportation study; and

WHEREAS, the Spokane County Engineer recommends the approval of this Interlocal Agreement as it is in the best interest of the public; and

WHEREAS, the Board feels that the best interests of the public will be served by entering into said agreement with WSDOT.

NOW, THEREFORE BE IT RESOLVED by the Board that the Interlocal Agreement between WSDOT and the County to provide a transportation study in north Spokane County within the area encompassing Farwell Road north to Greenbluff Road and Shady Slope Road east to Bruce Road by the Spokane County Public Works Department is approved.

BE IT FURTHER RESOLVED by the Board that the Interlocal Agreement between the WSDOT and the County may be executed by the Chair, or a majority of the Board, at other than an open meeting.

PASSED AND ADOPTED this 21st day of August, 2018.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

By *Ginna Vasquez*
Ginna Vasquez, Clerk of the Board

Josh Kerns
Josh Kerns, Chair

Mary E. Kuney
Mary Kuney, Vice-Chair

ABSENT
Al French, Commissioner

GCB 2970 INTERLOCAL AGREEMENT

This Interlocal Agreement (Agreement) is made and entered into this 11th day of September, 2018 by and between Spokane County, a political subdivision of the State of Washington, hereinafter referred to as "Local Agency," and Washington State Department of Transportation, hereinafter referred to as "WSDOT," hereinafter to be referred to individually as the "Party" and collectively as the "Parties."

Recitals

A. The Local Agency is taking the lead on a transportation study, hereinafter referred to as the "Project," of the area bounded by Farwell Road on the south, Greenbluff Road on the north, Shady Slope Road on the west and Bruce Road on the east as shown on Exhibit A, and will focus on safety, traffic, roadway and storm water enhancements.

Now Therefore, pursuant to the provisions of RCW Chapter 39.34, the Interlocal Cooperation Act, the above recitals and Exhibit A that are incorporated herein as if fully set forth below, in consideration of the terms, conditions, covenants and performances contained in or attached hereto, and by this reference made a part of this Agreement:

It Is Mutually Agreed As Follows:

1. WSDOT Funding Commitments and Payment

1.1 Both Parties benefit by this Project and WSDOT has agreed to participate with a one-time, lump sum contribution, paid to the Local Agency following the execution of this Agreement upon receipt of an invoice generated by the Local Agency and sent to WSDOT for their contribution in the amount of One Hundred Twenty Thousand and No/100s Dollars (\$120,000.00).

1.2 The Local Agency agrees to pay all costs in excess of \$120,000.00 necessary to complete the Project.

1.3 WSDOT will require the Local Agency to submit a summary report upon the completion of the Project detailing what was delivered.

2. Term

2.1 Unless otherwise provided herein, the term of this Agreement shall commence as of the date this Agreement is fully executed and shall continue until the Project is completed and all Local Agency obligations for payment have been met, unless otherwise terminated pursuant to Section 6.

3. Legal Relations

3.1 It is understood that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture, agent-principal relationship or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees or agents of the other party.

4. Applicable Laws, Venues

4.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in Thurston County Superior Court in the State of Washington. Further, the Parties agree that each will be solely responsible for payment of its own attorneys' fees, witness fees, and costs. The Local Agency agrees that it shall accept personal service of process by Certified U.S. Mail or overnight mail delivery directed to the Local Agency. If service cannot be completed in this manner, the Local Agency designates the Secretary of State of Washington as agent for the purpose of personal service of process.

5. Amendments

5.1 This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

6. Termination

6.1 Neither WSDOT nor the Local Agency may terminate this Agreement without the written concurrence of the other Party.

6.2 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Disputes Resolution

7.1 The Parties agree that any and all disputes, claims and controversies arising out of or relating to this Agreement shall be submitted to a mediator selected by both Parties for mediation pursuant to Section 7.2 below.

7.2 Mediation.

Either Party may commence mediation by providing the other Party with a written request for mediation, setting forth the matter in dispute and the relief requested. The Parties agree to cooperate with one another in the selecting of a mediation service and scheduling of the mediation proceedings. The Parties agree to participate in the mediation in good faith. If

the Parties do not agree on a mediation service to conduct the mediation, the mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. All offers, promises, conduct and statements, whether written or oral, made in the course of mediation are confidential, privileged, and/or inadmissible for any purpose in any litigation or arbitration of the dispute; provided, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in mediation.

8. Indemnification and Hold Harmless

8.1 The Local Agency agrees to defend, indemnify, and hold harmless WSDOT, including its officers, employees, and agents, from any and all claims, demands, losses, and/or liabilities to or by third parties arising from, resulting from, or connected with, acts or omissions performed or to be performed under this Agreement by the Local Agency, its agents, employees, contractors, subcontractors, consultants, and suppliers of any tier, including acts or omissions of Local Agency's invitees and licensees, to the fullest extent permitted by law and subject to the limitations provided below.

8.1.1 The Local Agency's duty to defend and indemnify WSDOT, including its officers, employees, and agents, shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of WSDOT, including its officers, employees, and agents. The Local Agency's duty to defend and indemnify WSDOT, including its officers, employees, and agents, for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) WSDOT, including its officers, employees, and agents, and (b) the Local Agency, its employees, contractors, subcontractors, and suppliers of any tier, and invitees and licensees, shall apply only to the extent of negligence of the Local Agency, its agents, employees, contractors, subcontractors, and suppliers of any tier, invitees and licensees.

8.1.2 The Local Agency specifically and expressly and by mutual agreement waives any immunity that it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefits acts, or other employee benefits acts; provided, the Local Agency's waiver of immunity by the provisions of this section extends only to claims against the Local Agency by WSDOT, and does not include, or extend to, any claims by the Local Agency's employees directly against the Local Agency.

8.2 This indemnification and waiver shall survive the termination of this Agreement.

8.3 WSDOT agrees to defend, indemnify, and hold harmless the Local Agency, including its officers, employees, and agents, from any and all claims, demands, losses, and/or liabilities

to or by third parties arising from, resulting from, or connected with, acts or omissions performed or to be performed under this Agreement by WSDOT, its agents, employees, contractors, subcontractors, consultants, and suppliers of any tier, including acts or omissions of WSDOT's invitees and licensees, to the fullest extent permitted by law and subject to the limitations provided below.

8.3.1 WSDOT's duty to defend and indemnify the Local Agency, including its officers, employees, and agents, shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Local Agency, including its officers, employees, and agents. WSDOT's duty to defend and indemnify the Local Agency, including its officers, employees, and agents, for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the Local Agency, including its officers, employees, and agents, and (b) WSDOT, its employees, contractors, subcontractors, and suppliers of any tier, and invitees and licensees, shall apply only to the extent of negligence of WSDOT, its agents, employees, contractors, subcontractors, and suppliers of any tier, invitees and licensees.

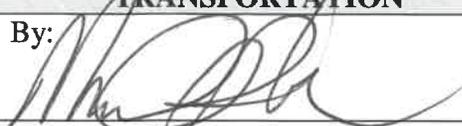
8.3.2 WSDOT specifically and expressly and by mutual agreement waives any immunity that it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefits acts, or other employee benefits acts; provided, WSDOT's waiver of immunity by the provisions of this section extends only to claims against WSDOT by the Local Agency, and does not include, or extend to, any claims by WSDOT's employees directly against WSDOT.

8.4 This indemnification and waiver shall survive the termination of this Agreement.

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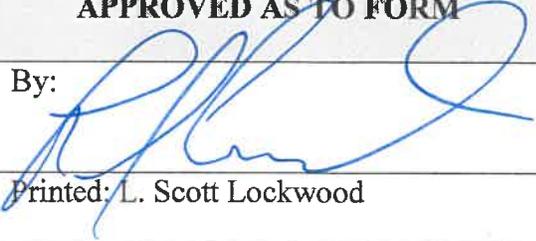
9. Signatures

In Witness Whereof, the Parties hereto have executed this Agreement as of the Party's date signed last below.

SPOKANE COUNTY	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
By: 	By: 
Printed: Josh Kerns	Printed: Mike Gribner, P.E.
Title: Chair, Board of Spokane County Commissioners	Title: Regional Administrator
Date: 8.21.18	Date: 9/11/18
APPROVED AS TO FORM	APPROVED AS TO FORM
By:	By:
Printed: Jack Driscoll	Printed: L. Scott Lockwood
Title: Chief Deputy Attorney Spokane County Prosecutors Office	Title: Assistant Attorney General
Date:	Date:

9. Signatures

In Witness Whereof, the Parties hereto have executed this Agreement as of the Party's date signed last below.

SPOKANE COUNTY	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
By:	By:
Printed:	Printed: Mike Gribner, P.E.
Title:	Title: Regional Administrator
Date:	Date:
APPROVED AS TO FORM	APPROVED AS TO FORM
By:	By: 
Printed:	Printed: L. Scott Lockwood
Title:	Title: Assistant Attorney General
Date:	Date: 7/24/2018

