

RESOLUTION NO. **19 - 15 18**

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN INTERLOCAL)
AGREEMENT BETWEEN SPOKANE TRANSIT AUTHORITY) **RESOLUTION**
AND SPOKANE COUNTY IN CONJUNCTION WITH USDOT)
GRANT FOR GEIGER INFRASTRUCTURE IMPROVEMENTS)

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

WHEREAS, a Resolution authorizing an Interlocal Agreement between the Spokane Transit Authority (STA) and Spokane County (County) to cooperate in infrastructure improvements to Geiger Blvd. from Hayford Road to Grove Road.

WHEREAS, Spokane County Public Works was awarded a \$14,300,000 under the National Infrastructure Investments Discretionary Grant Program from the U.S. Department of Transportation (USDOT). The FY 2018 Build Grant (Grant) will assist with infrastructure improvements to facilities within the jurisdiction of the WSDOT, the County, and the City of Spokane (City) and the public agency, Spokane Transit Authority (STA). Additional funding for the improvements will be provided by the WSDOT, the County, the City, STA, Project Rose, Transportation Improvement Board, Public Development Authority, and through Tax Increment Financing; and

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 STA and the County may enter into a cooperative Interlocal Agreement wherein the County and STA will collaborate the planning and design of transit related improvements along Geiger Blvd. and include the improvements in County Road Project #3244; and

WHEREAS, the STA will contribute up to \$200,000 to the transit related improvements; and

WHEREAS, the County, pursuant to RCW 35.77.020, by resolution of the Board must approve the cooperative agreement between the STA and the County; 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 the STA.

NOW, THEREFORE BE IT RESOLVED by the Board that the Interlocal Agreement between the STA and the County for improvements to the transit related on Geiger Blvd. from Hayford Road to Grove Road, and further detailed in the agreement is approved.

SPOKANE TRANSIT AUTHORITY
AND
SPOKANE COUNTY
GEIGER BOULEVARD INFRASTRUCTURE
IMPROVEMENTS AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into by and between **Spokane County** (“County”), a Political Subdivision of the State of Washington, and the **Spokane Transit Authority** (“STA”), a Washington State municipal corporation; each individually referred to as “Party” and collectively referred to as “Parties”.

WHEREAS, on June 25, 2018, the Chair of the Board of Spokane County Commissioners approved the County’s plans for developing the County Road Project #3244 to make infrastructure improvements to Geiger Boulevard from Hayford Road to Grove Road (the “Project”); and

WHEREAS, in July 2018, the County applied for Federal funding under the Consolidated Appropriations Act, 2018 for the National Infrastructure Investments Discretionary Grant Program – FY 2018 BUILD Transportation Discretionary Grants (“Grant”) for funding a portion of the Project; and

WHEREAS, on July 17, 2018, STA provided written support of and concurrence with the Project to the United States Department of Transportation (“USDOT”), committing up to \$200,000.00 in local funding for transit-related elements of the Project; and

WHEREAS, in December 2018, the USDOT awarded the County a \$14.3 Million grant for completion of the Project; and

WHEREAS, the Project includes installation and design considerations for six (6) transit bus stops (“Transit Improvements”) at major intersections and trip generators along Geiger Boulevard; and

WHEREAS, STA and the County desire to collaborate on the planning and design of transit-related improvements on the Project.

NOW, THEREFORE, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to collaborate in good faith to implement Transit Improvements of the Project. Transit Improvements shall be completed in two phases:

A. Phase 1: West Geiger Blvd and South Hayford Rd.

B. Phase 2:

i. West Geiger Blvd and West Electric Rd.

ii. West Geiger Blvd and West Pilot Dr.

2. RESPONSIBILITIES

A. County

- i. The County shall be responsible for completing all elements of the Project, including, but not limited to, design, engineering, permitting, public outreach, procurement and construction management.
- ii. The County shall cooperate with STA to design and construct Transit Improvements in accordance with STA's then current design and development standards. The County shall obtain from STA's Deputy Director of Capital Development, or their designee, written approval of the final design of Transit Improvements prior to commencement of engineering for same.
- iii. For each phase of the Project, upon written final acceptance by STA of the Transit Improvements constructed by the County, the County shall invoice STA for amounts not to exceed \$100,000.00 (one hundred thousand dollars and zero cents) for STA's contribution to the Project.

B. STA

- i. STA shall provide the County with current Transit Improvements design and operating criteria for incorporation into the Project.
- ii. STA shall contribute a total of \$200,000.00 (two hundred thousand dollars and zero cents), paid in accordance with Section 2.A.iii, to the County for Transit Improvements constructed on the Project in accordance with STA design and operating criteria. Upon receipt of invoice from the County in accordance with Section 2.A.iii, STA shall submit payment within thirty (30) days of receipt of such invoice.

3. TERM

This Agreement shall commence upon the date of mutual execution and end upon receipt of payment by the County from STA, unless terminated earlier in accordance with Section 4 herein.

4. TERMINATION

This Agreement may be terminated by either Party upon thirty (30) days written notice to the other Party. Upon termination of this Agreement, STA shall only be financially responsible for Transit Improvements that are completed through the date of termination and mutually accepted by the Parties.

5. LIABILITY

The County shall defend, indemnify and hold harmless STA, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the County, its officers, employees and agents in connection with this Agreement, except to the extent of the negligence of STA, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the County solely on behalf of STA, its officers, employees and agents, STA shall defend, indemnify and hold harmless the County from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.

STA shall defend, indemnify and hold harmless the County, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of STA, its officers, employees and agents in connection with this Agreement, except to the extent of the negligence of the County, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by STA solely on behalf of the County, its officers, employees and agents, the County shall defend, indemnify and hold harmless STA from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.

Each Party specifically assumes potential liability for actions brought by its own employees against the other Party, and solely for the purposes of this indemnification, each Party specifically waives any immunity under Title 51 RCW. The Parties have specifically negotiated this provision.

6. NOTICES

All notices, requests, claims, demands and other communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by regular mail, postage prepaid; (3) by registered or certified mail, postage prepaid, return receipt requested; or (4) by facsimile or email, addressed to the respective contact of the Parties as set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly given (1) when delivered in person; (2) three (3) business days after the date of mailing by regular mail, postage prepaid; (3) upon receipt after dispatch by registered or certified mail, postage prepaid; or (4) upon confirmation of receipt when transmitted by facsimile or a read receipt when transmitted by email.

Spokane County	Spokane Transit Authority
Chad Coles, PE County Engineer Spokane County Public Works 1026 W. Broadway Ave. Spokane, WA 99260 E: CColes@spokanecounty.org P: (509) 477-7450 F: (509) 477-7655	Robert West Contracts Compliance Specialist Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: rwest@spokanetransit.com P: (509) 325-6062 F: (509) 325-6036

7. COMMUNICATIONS

Any administrative or operational communications required by the Parties' obligations to perform under this Agreement shall be directed to the Parties' designated representatives below:

Spokane County	Spokane Transit Authority
Brandi Colyar, PE Capital Projects Program Manager Spokane County Public Works 1026 W. Broadway Ave Spokane, WA 99260 E: BColyar@spokanecounty.org P: (509) 477-7136 F: (509) 477-7655	Kathleen Weinand Principal Transit Planner Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: kweinand@spokanetransit.com P: (509) 325-6055 F: (509) 325-6050

Communications to be given hereunder shall be deemed sufficient if given (1) in person; (2) by mail, postage prepaid; or (3) by facsimile or email, addressed to the designated representative of the Parties as set forth above, or as may be revised by written notice in accordance with Section 6 of this Agreement.

8. 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 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 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.

9. DISPOSITION OF PROPERTY

Title to the property acquired, installed or constructed by the County in the performance of this Agreement shall vest in the County upon completion and shall remain with the County upon termination or expiration of this Agreement.

10. COMPLIANCE WITH LAWS

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent they may be applicable to the terms of this Agreement.

11. GOVERNING LAW & VENUE

This Agreement shall be construed under the laws of the State of Washington. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

12. ENTIRE AGREEMENT

This Agreement and its attachments constitute the entire Agreement between the Parties and supersedes all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof.

13. MODIFICATION

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

14. ANTI-KICKBACK

No officer or employee of the County or STA, 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.

15. ASSIGNMENT

Neither Party may assign its interest in this Agreement without the express written consent of the other Party.

16. SEVERABILITY

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

17. PUBLIC RECORDS ACT

The Parties to this Agreement understand and acknowledge that the Parties are each a municipal corporation of the State of Washington subject to the Public Records Act, RCW 42.56, *et seq.*

18. 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.

19. ELECTRONIC SIGNATURES

A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of any original executed copy of this Agreement or such other ancillary agreement for all purposes.

20. AGREEMENT TO BE FILED

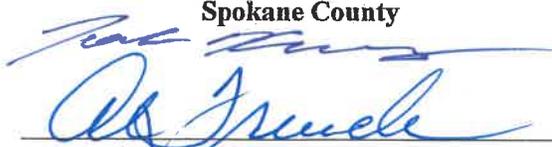
The County shall file this Agreement or any amendment with the County Auditor or, in the alternative, place the Agreement or any amendment on the County's website or other electronically retrievable public source.

21. SIGNATURES

The Parties affirm that the individuals signing this Agreement have been granted the authority to do so and by their signature affirm that the Parties will comply with the terms and conditions of this Agreement.

Spokane County

Spokane Transit Authority





By: Mary E. Kume
Title: ~~Chair~~, Board of Spokane County
Commissioners

By: E. Susan Meyer
Title: Chief Executive Officer

Date: 12-3-19

Date: 10-29-19

Attest:

Attest:





By: Ginna Vasquez
Title: Clerk of the Board

By: Dana Infalt
Title: Clerk of the Authority

Date: _____

Date: 10-29-19

