


Agenda Sheet for City Council Meeting of:

06/28/2021

Date Rec'd

6/17/2021

Clerk's File #

OPR 2021-0422

Renews #**Cross Ref #****Submitting Dept**

PUBLIC WORKS

Contact Name/Phone

MARLENE FEIST 625-6505

Project #**Contact E-Mail**

MFEIST@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR22696

Agenda Item Name

5200 - INTERLOCAL AGREEMENT SPOKANE PUBLIC SCHOOLS RESIDENTIAL MAINTENANCE

Agenda Wording

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

Summary (Background)

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

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact
Budget Account

Expense \$ 721,316.57

1100-21700-42300-54201-23005

Select \$

#

Select \$

#

Select \$

#

Approvals
Council Notifications
Dept Head

FEIST, MARLENE

Study Session\Other

UE 6/14/21

Division Director

FEIST, MARLENE

Council Sponsor

Beggs

Finance

ORLOB, KIMBERLY

Distribution List
Legal

ODLE, MARI

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For the Mayor

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

Additional Approvals

mfeist@spokanecity.org

Purchasing

gregoryf@spokaneschools.org

eschoedel@spokanecity.org

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

DocuSigned by:

Laurie Farnsworth

3D29CB9513C34B8...

Acting City Clerk

City Clerk's No. 2021-0422

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

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

RECITALS

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

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

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

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

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

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

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

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

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

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

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

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

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

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

13. NOTICES. All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the Parties at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other party:

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

SPS: Spokane Public Schools
Greg Forsyth

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

14. RCW 39.34 REQUIRED CLAUSES.

- A. Purpose: See Recitals and Section No. 1 above.
- B. Duration: See Section No. 4 above.
- C. Organization of Separate Entity and Its Powers: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. Responsibilities of the Parties: See provisions above.
- E. Agreement to be Filed: City shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source. SPS shall place this Agreement on its web site or other electronically retrievable public source.
- F. Financing: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination: This Agreement can be terminated in accordance with Section No. 4.
- H. Property Upon Termination: Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement.

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

Dated: 7/13/2021

SPOKANE SCHOOL DISTRICT NO. 81

DocuSigned by:
Cindy Coleman
C5CEFEAFC23544C...
Chief Finance and Business Services Officer

Dated: 7/13/2021

CITY OF SPOKANE

DocuSigned by:


32651E7EC71D4A0...
Mayor

Approved as to form:

ATTEST:

DocuSigned by:

Assistant City Attorney

DocuSigned by:

City Clerk Acting

DS



EXHIBIT "A"

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

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

Certificate Of Completion

Envelope Id: A32755B3F6A34993BA582A031C63C707

Status: Completed

Subject: Please DocuSign: OPR 2021-0422 / SPS and the City of Spokane - Cook St. and Shaw Middle / Interlocal

Source Envelope:

Document Pages: 7

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 0

Jillann Hansen

AutoNav: Enabled

Stamps: 1

808 W. Spokane Falls Blvd.

Envelopeld Stamping: Enabled

Spokane, WA 99201

Time Zone: (UTC-08:00) Pacific Time (US &

jehansen@spokanecity.org

Canada)

IP Address: 198.1.39.252

Record Tracking

Status: Original

Holder: Jillann Hansen

Location: DocuSign

6/30/2021 10:10:01 AM

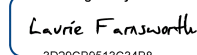
jehansen@spokanecity.org

Signer Events**Signature****Timestamp**

Laurie Farnsworth

DocuSigned by:

lfarnsworth@spokanecity.org



Sent: 7/6/2021 8:54:26 AM

Acting City Clerk

Resent: 7/8/2021 8:33:33 AM

City of Spokane

Viewed: 7/8/2021 8:38:56 AM

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 198.1.39.252

Signed: 7/8/2021 8:39:29 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Cindy Coleman

DocuSigned by:

CindyCo@spokaneschools.org



Sent: 7/8/2021 8:39:30 AM

Chief Finance Officer

Viewed: 7/13/2021 11:24:10 AM

Spokane Public Schools

Signed: 7/13/2021 11:30:08 AM

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 206.193.5.4**Electronic Record and Signature Disclosure:**

Accepted: 7/13/2021 11:24:10 AM

ID: 60c42201-f77d-4580-a879-a16271093ecc

Mike Piccolo

DocuSigned by:

mpiccolo@spokanecity.org



Sent: 7/13/2021 11:30:10 AM

Assistant City Attorney

Viewed: 7/13/2021 11:34:46 AM

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 198.1.39.252

Signed: 7/13/2021 11:36:18 AM

Electronic Record and Signature Disclosure:

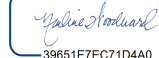
Accepted: 7/13/2021 11:34:46 AM

ID: 7a1fdb3c-f4da-4412-8c23-53f6193924a3

Nadine Woodward

DocuSigned by:

nwoodward@spokanecity.org



Sent: 7/13/2021 11:36:20 AM

Mayor



Viewed: 7/13/2021 1:03:56 PM

City of Spokane

Signed: 7/13/2021 1:04:40 PM

Security Level: Email, Account Authentication
(None)Signature Adoption: Uploaded Signature Image
Using IP Address: 155.190.3.7**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Terri L. Pfister tpfister@spokanecity.org City Clerk City of Spokane Security Level: Email, Account Authentication (None)	DocuSigned by:  CC56CBA4DCC84D6... 	Sent: 7/13/2021 1:04:42 PM Viewed: 7/13/2021 2:03:00 PM Signed: 7/13/2021 2:03:42 PM

Signature Adoption: Uploaded Signature Image
Using IP Address: 198.1.39.252

Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/6/2021 8:54:26 AM
Certified Delivered	Security Checked	7/13/2021 2:03:00 PM
Signing Complete	Security Checked	7/13/2021 2:03:42 PM
Completed	Security Checked	7/13/2021 2:03:42 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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electronically from us.

How to contact SHI International Corp OBO City of Spokane:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: klund@spokanecity.org

To advise SHI International Corp OBO City of Spokane of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at klund@spokanecity.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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- ii. send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.