



Agenda Sheet for City Council Meeting of:

08/28/2023

Date Rec'd

8/15/2023

Clerk's File #

OPR 2023-0848

Renews #**Submitting Dept**

PUBLIC WORKS

Cross Ref #

ORD C36430

Contact Name/Phone

MARLENE FEIST 625-6505

Project #**Contact E-Mail**

MFEIST@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

SBO

Agenda Item Name

5200 – INTERLOCAL AGREEMENT SPOKANE PUBLIC SCHOOL LAMONTE GRIND AND OVERLAY

Agenda Wording

Interlocal agreement between the City and Spokane School District #81 to reimburse the school district for actual costs associated with the full-width paving of Lamonte Street from 30th Avenue to 33rd Avenue.

Summary (Background)

This interlocal agreement will provide for reimbursement to Spokane School District #81 for the costs incurred related to the grind and overlay of Lamonte Street from 30th Avenue to 33rd Avenue.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Expense \$ 100,000.00

Expense \$ 78,000.00

Select \$

Select \$

Budget Account

1990-49894-95300-56501-99999

1380-24102-95300-56501-999999

#

#

Approvals

Dept Head

MILLER, KATHERINE E

Division Director

FEIST, MARLENE

Finance

ORLOB, KIMBERLY

LegalHARRINGTON,
MARGARET**For the Mayor**

JONES, GARRETT

Council Notifications

Study Session\Other

PIES 6/26/23

Council Sponsor

Kinnear/Zappone

Distribution List

ddaniels@spokanecity.org

publicworksaccounting@spokanecity.org

Additional Approvals

eraea@spokanecity.org

Purchasing

kemiller@spokanecity.org

mfeist@spokanecity.org

eschoedel@spokanecity.org;
ceharris@spokanecity.org

Signee: Cindy Coleman

Approved by Spokane City Council
on: 8/28/2023

Laurie Farnsworth
Acting City Clerk

		contractofficer@spokaneschools.org
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Council Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Street Department
Contact Name	Marlene Feist
Contact Email & Phone	mfeist@spokanecity.org
Council Sponsor(s)	Council President Kinnear, Councilmember Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Interlocal Agreement and SBO for the Lamonte Street Paving
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>District 81 approached the city with a request to fund a portion of Lamonte Street just west of the new Sacajawea. In a similar situation to when District 81 was placing a new school along Wellesley at the old Football stadium, the new Sacajawea will focus a significant amount of bus and car traffic along Lamonte, a residential road. Only a portion of the roadway was identified as being District 81's responsibility to provide improvement leaving the remaining roadway in its current condition.</p> <p>City Staff presented to the PIES Committee on June 26th that the \$178,000 cost would come from two funding sources: \$100,000 from CTAB funds and \$78,000 from Traffic Calming funds. An SBO (see attached) is required to aggregate the funds.</p> <p>Since the June 26th PIES meeting, City Staff have met with the School District 81 to develop an Interlocal Agreement (see attached ILA). The agreement identifies the length of the project, from 30th to 33rd along Lamonte Street. The product will be a full width paving that will be reimbursed as a lump sum based on written invoice and supporting documentation.</p>
Proposed Council Action	Approve of both the ILA and SBO
Fiscal Impact Total Cost: <u>\$178,000</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: Traffic Calming & Transportation Benefit District Expense Occurrence <input checked="" 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?

N/A this proposed funding would be addressing a missing section of roadway that District 81 will be impacting.

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?

N/A

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

N/A

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?

N/A

City Clerk's No. OPR 2023-0848

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF SPOKANE AND SPOKANE SCHOOL DISTRICT NO. 81
Regarding Lamonte Street Paving**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this ____ day of _____, 2023, 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, in 2019, the City and SPS entered into a partnership agreement to deliver new and renovated public school facilities, library facilities, and recreational facilities; and

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

WHEREAS, SPS is rebuilding Sacajawea Middle School located on 33rd Avenue and Lamonte, which includes some work on Lamonte Street between 30th and 33rd Avenues, which is a local access (residential) street; and

WHEREAS, to benefit surrounding residents and help ensure the longevity of Lamonte Street near the school, the City would like to enhance the SPS work by adding funding to pave the full width of Lamonte Street between 30th and 33rd Avenues; and

WHEREAS, this additional work will be done by the contractor for the Sacajawea Middle School rebuild, who was chosen through public bidding process and is memorialized herein.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. BACKGROUND/SCOPE. This Agreement involves reimbursement to SPS for the additional cost associated with full-width paving of Lamonte Street between 30th and 33rd Avenues ("Project"). The Parties have received an estimated cost of \$178,000 for the Project from the contractor chosen to rebuild Sacajawea Middle School through the public bidding process. City will reimburse SPS for the actual costs of the Project, including Washington state sales tax.
2. PAYMENT. City will pay SPS directly for all costs of the Project in a lump sum amount. Said payment shall be made as follows: 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.

3. TERM. This Agreement will start August 1, 2023, and will terminate on December 31, 2023. This Agreement may be terminated only by mutual written agreement of the Parties.
4. LIABILITY. Each Party shall be responsible for its own negligence. Neither Party assumes responsibility to the other Party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement.
5. ACCEPTANCE OF PROJECT. SPS will ensure all paving is properly inspected and conforms with state and local rules and regulations, to include without limitation inspection of roadway improvements prior to approval of acceptance of the Project by SPS.
6. DISPUTE RESOLUTION. In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the Parties shall, as a condition precedent to taking any action, mediate the dispute using the services of a mutually agreed upon independent mediator. Each Party shall split the expenses of the mediator and the facility for the mediation. Each Party shall otherwise pay its own expenses.
7. ASSIGNMENT. Neither Party may assign this Agreement without written consent by the other party.
8. AMENDMENT. Amendment of this Agreement may be made only by written agreement of the Parties.
9. SEVERABILITY. If any provision of this Agreement is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Agreement shall remain enforceable.
10. WAIVER OF 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.
11. INTEGRATION/MODIFICATION. This Agreement constitutes the entire and exclusive agreement between the Parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual agreement occurs between the Parties.
12. NOTICES. All notices or other communications given hereunder shall be deemed given on (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the Parties at the address set forth below, or at such other address as the Parties shall from time to time designate by notice in writing to the other party.

City: City of Spokane
Clint Harris
Street Department

901 N. Nelson
Spokane, WA 99202

SPS: Spokane Public Schools
Greg Forsyth
Director, Capital Projects and Planning
2815 E. Garland Avenue
Spokane, WA 99207

13. RCW 39.34 REQUIRED CLAUSES.

- A. Purpose: See Recitals and Section No. 1 above.
- B. Duration: See Section No. 3 above.
- C. Organization of Separate Entity and Its Powers: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. Responsibilities of the Parties: See provisions above.
- E. Agreement to be Filed: City shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source. SPS shall place this Agreement on its website or other electronically retrievable public source.
- F. Financing: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination: This Agreement can be terminated in accordance with Section No. 3.
- 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: 8/30/2023

SPOKANE SCHOOL DISTRICT NO. 81

Cindy Coleman
Chief Finance and Business Services Officer

Dated: 9/7/2023

CITY OF SPOKANE

Yvonne Howard
MAYOR

Attest:

Approved as to form:

Lisa K. Foster
City Clerk

Michael J. Piccolo
Assistant City Attorney



Certificate Of Completion

Envelope Id: 82EC3A7DE8504DE88849417C47A43458

Status: Completed

Subject: OPR 2023-0848 CONTRACT INTERLOCAL Agreement Spokane Public School Lamonte Grind and Overlay

Source Envelope:

Document Pages: 8

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 0

Daniel Rose

AutoNav: Enabled

Stamps: 1

808 W. Spokane Falls Blvd.

Enveloped Stamping: Enabled

Spokane, WA 99201

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

drose@spokanecity.org

IP Address: 198.1.39.252

Record Tracking

Status: Original

Holder: Daniel Rose

Location: DocuSign

8/29/2023 3:33:11 PM

drose@spokanecity.org

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

Laurie Farnsworth



Sent: 8/29/2023 3:38:57 PM

lfarnsworth@spokanecity.org

Viewed: 8/29/2023 3:40:54 PM

Acting City Clerk

Signed: 8/29/2023 3:41:03 PM

City of Spokane

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 155.190.3.8

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Cindy Coleman



Sent: 8/29/2023 3:41:04 PM

Contract.officer@spokaneschools.org

Viewed: 8/30/2023 9:43:25 AM

Security Level: Email, Account Authentication (None)

Signed: 8/30/2023 9:44:14 AM

Signature Adoption: Pre-selected Style

Using IP Address: 127.0.0.1

Electronic Record and Signature Disclosure:

Accepted: 8/30/2023 9:43:25 AM

ID: c34cd58b-28e1-4dd2-8bf6-9289e9792195

Michael J. Piccolo



Sent: 8/30/2023 9:44:16 AM

mpiccolo@spokanecity.org

Viewed: 8/30/2023 9:44:41 AM

Assistant City Attorney

Signed: 8/30/2023 9:44:48 AM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 155.190.3.5

Electronic Record and Signature Disclosure:

Accepted: 8/30/2023 9:44:41 AM

ID: ebf6efe1-f7ee-4656-aff9-991734d4375d

Nadine Woodward



Sent: 8/30/2023 9:44:49 AM

nwoodward@spokanecity.org

Resent: 9/1/2023 8:38:40 AM

Mayor

Resent: 9/6/2023 8:23:38 AM

City of Spokane

Viewed: 9/7/2023 12:32:14 PM

Security Level: Email, Account Authentication (None)



Signature Adoption: Uploaded Signature Image

Using IP Address: 155.190.3.5

Signed: 9/7/2023 12:32:30 PM

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)	 	Sent: 9/7/2023 12:32:32 PM Viewed: 9/7/2023 1:07:53 PM Signed: 9/7/2023 1:08:22 PM

Signature Adoption: Uploaded Signature Image
Using IP Address: 155.190.3.8

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Sarah Cannon scannon@spokanecity.org Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 8/30/2023 9:44:50 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/29/2023 3:38:57 PM
Envelope Updated	Security Checked	9/6/2023 9:22:56 AM
Envelope Updated	Security Checked	9/6/2023 9:22:56 AM
Envelope Updated	Security Checked	9/6/2023 9:22:56 AM
Certified Delivered	Security Checked	9/7/2023 1:07:53 PM
Signing Complete	Security Checked	9/7/2023 1:08:22 PM
Completed	Security Checked	9/7/2023 1:08:22 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

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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..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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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.