

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF APPROVING AN  
AGREEMENT WITH THE SPOKANE  
REGIONAL TRANSPORTATION COUNCIL  
REGARDING THE USDOT SAFE STREETS  
AND ROADS FOR ALL GRANT PROGRAM

**RESOLUTION**

**WHEREAS**, pursuant to the Constitution and laws of the State of Washington, Spokane County, Washington is a class A county duly organized and existing; and

**WHEREAS**, pursuant to RCW 36.01.030, the powers of Spokane County can only be exercised through the Board of County Commissioners of Spokane County, Washington ("Board" or "Board of County Commissioners"); and

**WHEREAS**, pursuant to RCW 36.32.120(6), the Board has the care of County property and the management of County funds and business; and

**WHEREAS**, pursuant to RCW 39.34.030, any two or more public agencies may enter into agreements with one another for joint or cooperative action; and

**WHEREAS**, pursuant to the USDOT Safe Streets and Roads for All grant program, the Spokane Regional Transportation Council ("SRTC") shall conduct a study of roadway safety in Spokane County ("Project"); and

**WHEREAS**, the Board finds that the Project will benefit the people of Spokane County; and

**WHEREAS**, the Board desires to contribute funds to SRTC to implement the Project.

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Spokane County, Washington that the INTERLOCAL AGREEMENT, attached hereto, is approved.

**BE IT FURTHER RESOLVED** by the Board that the Senior Director of Public Works, the chair of the Board, or a majority of the Board is authorized to execute said agreement at other than an open public meeting.

**PASSED AND ADOPTED** this 15th day of August, 2023.



ATTEST:

*Ginna Vasquez*

Ginna Vasquez  
Clerk of the Board

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

# INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into as of the date of the last signature below by and between the Spokane Regional Transportation Council ("SRTC"), the regional and metropolitan transportation planning organization for Spokane County, hereinafter referred to as "SRTC", and Spokane County ("Member Agency"), a political subdivision of the State of Washington; which may be referred to herein individually as the "Party," and collectively as the "Parties".

This Agreement is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act. SRTC is taking the lead on a study of safety in the region through USDOT's Safe Streets and Roads for All action plan grant program (the "Project"). 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:

## TERMS OF AGREEMENT

### 1. Member Agency Funding Commitments and Payment

- 1.1. Both Parties benefit by this Project and the Member Agency has agreed to participate with a one-time, lump sum contribution, paid to SRTC following the execution of this Agreement and upon receipt of an invoice generated by SRTC and sent to the Member Agency for their contribution in the amount of Fifteen Thousand and No/100s Dollars (\$15,000.00).
- 1.2. SRTC shall apply said funds to implement the Project. SRTC shall return to the Member Agency any of said funds that are not used to implement the Project. SRTC shall pay all costs in excess of \$15,000.00 necessary to complete the Project.
- 1.3. SRTC shall submit a summary report upon the completion of the Project detailing what was delivered.

### 2. Term

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 Member Agency obligations for payment have been met, unless otherwise terminated pursuant to Section 6.

### 3. Legal Relations

It is understood that this Agreement is solely for the benefit of the Parties 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 Law, Venues

Subject to Section 7, 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 Spokane 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 Parties agree to accept personal service of process by Certified U.S. Mail or overnight mail delivery directed to the Party.

## 5. Amendments

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 the Member Agency nor SRTC may terminate this Agreement without the written consent 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. Dispute 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. Either Party may commence non-binding 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 mediation is unsuccessful, either party may initiate suit for any claims in Spokane County Superior Court.

## 8. Indemnification and Hold Harmless

8.1. SRTC agrees to defend, indemnify, and hold harmless the Member 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 SRTC, its agents, employees, contractors, subcontractors, consultants, and suppliers of any tier, to the fullest extent permitted by law, unless such injury or damage is caused from the sole negligence of the Member Agency.

8.2. The Member Agency agrees to defend, indemnify, and hold harmless SRTC, 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 Member Agency,

its agents, employees, contractors, subcontractors, consultants, and suppliers of any tier, to the fullest extent permitted by law, unless such injury or damage is caused from the sole negligence of SRTC.

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

## 9. Insurance

During the term of the Agreement, each party shall each maintain in force at its sole expense, each insurance coverage with minimum limit noted below:

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

Each policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the other entity shall be excess and not contributory insurance to that provided by the other entity.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from either entity or their insurer(s) to the other entity.

Public Entity insurance requirements may be satisfied with proof of membership and liability coverage through its membership in a Risk Pool authorized under RCW 48.62.031 for Claims submitted under Chapter 4.96 RCW ("Actions against political subdivisions, municipal and quasi-municipal corporations") against the Entity, its employees, officers, volunteers and agents and/or actions in connection with or incidental to the performance of this Agreement which the Entity and/or its employees, officers, volunteers and agents are found to be liable for will be paid by the Pool and/or Entity.

As evidence of the insurance coverages required by this Agreement, each entity shall furnish written evidence of acceptable insurance to the other entity within 30 days of the Agreement becoming effective. If requested, complete copies of insurance policies shall be provided to either

entity. The Parties shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### 10. Administration



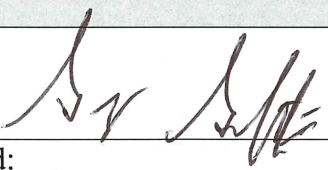
Each Party's obligations pursuant to this Agreement shall be administered by the signatories below.

#### 11. No Separate Entity

No separate legal or administrative entities are created by this Agreement.

#### 12. Signatures

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

Spokane Regional Transportation Council	Spokane County
By: 	By: 
Printed: Lois Bollenback	Printed: Mary L. Kuney
Title: Executive Director	Title: Chair, BOCC
Date: 9/1/2023	Date: 8/15/23
<b>Attest</b>	<b>Approved as to Form</b>
By: 	By:
Printed: Greg Griffin	Printed:
Title: Adm'n Svcs. Mgr	Title:
Date: 9-1-23	Date: