

## GCB 2979 INTERLOCAL AGREEMENT

This Interlocal Agreement (Agreement) is made and entered into this 13<sup>th</sup> day of August, 2018 by and between the Spokane Transit Authority, a political subdivision of the State of Washington, hereinafter referred to as "Local Agency", and the 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 desires to increase the turning radius at the intersection of SR 291 and Alberta Street, hereinafter referred to as the "Project", as shown in SR-291/Francis and Alberta Intersection Improvement Project ("Exhibit A"), to eliminate transit buses having to split lanes on SR 291 and cross over into the northbound turn lane on Alberta Street to complete its southbound turn onto Alberta Street.
- B. The Local Agency is willing and able to complete the Project.
- C. WSDOT recognizes the completion of the Project will improve motorist and pedestrian safety at the location of the Project.
- D. WSDOT desires to further improve the safety of motorists and pedestrians at the location of the Project.

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 Two Hundred Twenty-Five Thousand and No/100s Dollars (\$225,000.00).
- 1.2. The Local Agency agrees to pay all costs in excess of \$225,000.00 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.

## 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. 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.

8.2.1. 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.


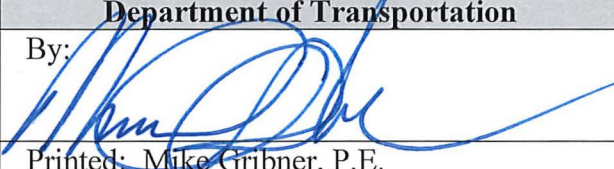

8.2.2. WSDOT specifically and expressly and by mutual agreement waives any immunity that it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or 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.

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

[signatures on the following page]

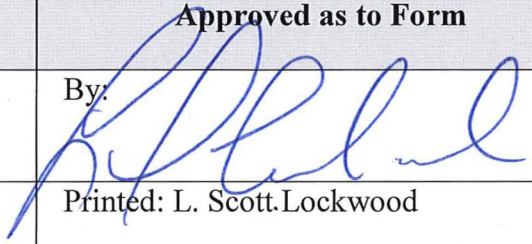
## 9. Signatures

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

Spokane Transit Authority	Washington State Department of Transportation
By:	By:
	
Printed: E. Susan Meyer	Printed: Mike Gribner, P.E.
Title: Chief Executive Officer	Title: Regional Administrator
Date: 8.3.18	Date: 8/13/18
Attest	Approved as to Form
By:	By:
	
Printed: Jan Watson	Printed: L. Scott Lockwood
Title: Clerk of the Authority	Title: Assistant Attorney General
Date: 8/3/18	Date:

## 9. Signatures

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

<b>Spokane Transit Authority</b>	<b>Washington State Department of Transportation</b>
By:	By:
Printed: E. Susan Meyer	Printed: Mike Gribner, P.E.
Title: Chief Executive Officer	Title: Regional Administrator
Date:	Date:
<b>Attest</b>	<b>Approved as to Form</b>
By:	By: 
Printed: Jan Watson	Printed: L. Scott Lockwood
Title: Clerk of the Authority	Title: Assistant Attorney General
Date:	Date: 7/13/2018



SR-291/Francis and Alberta Intersection Improvement Project

