

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND THE CITY OF TUMWATER
FOR
THE MOTTMAN ROAD PEDESTRIAN AND STREET IMPROVEMENTS PROJECT**

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each partner is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each partner to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Olympia (OLYMPIA) and the City of Tumwater (TUMWATER) agree as follows:

1. Purpose/Objective

The purpose of this Agreement is for OLYMPIA to act as the lead agency for the project administration and management of the Mottman Road Pedestrian and Street Improvements project in partnership with TUMWATER. OLYMPIA will administer State grant funding for the design and construction of the Project in cooperation with TUMWATER with respect to improvements within the Tumwater Right-of-Way.

2. References

In this Agreement, the following words will be referenced as set forth below:

Mottman Road Pedestrian and Street Improvements shall be referred to as PROJECT.

City of Olympia shall be referred to as OLYMPIA.

City of Tumwater shall be referred to as TUMWATER.

Cities of Olympia and Tumwater shall be referred to as PARTNERS.

Washington State Connecting Washington Grant shall be referred to as GRANT.

Washington State Department of Transportation shall be referred to as STATE.

3. Scope of Agreement/Work

OLYMPIA shall act as the lead agency and manage design, right-of-way/easement acquisitions, permitting, and construction of the PROJECT through the use of consultant(s) (See Exhibit A for Project Description).

TUMWATER shall provide timely direction, oversight, and review of project improvements within Tumwater city limits. TUMWATER shall assist in communication with Tumwater commercial businesses and/or property owners adjacent to Olympia right-of-way.

4. Execution of Project Phases/Responsibilities

Design Phase

Design costs shall be divided into Olympia Pedestrian Bridge, Olympia Street and Pedestrian Improvements, and Tumwater Street and Pedestrian Improvements.

OLYMPIA will be responsible for the design of both the Olympia Pedestrian Bridge and Olympia Street and Pedestrian Improvements within Olympia right-of-way.

TUMWATER shall be responsible for the Tumwater Street and Pedestrian Improvements within Tumwater right-of-way.

Right-of-Way and Construction Easement Phase

Right-of-way and easement costs shall be the responsibility of the respective city where right-of-way and construction easement(s) are acquired.

OLYMPIA will be responsible for Right-of-way and Construction Easement Acquisition. TUMWATER will assist in this process with respect to communications and negotiations with Tumwater business and property owners.

TUMWATER does not intend to pursue acquisition of additional right-of-way for any City of Tumwater improvements. OLYMPIA will contact TUMWATER if right-of-way is determined to be needed. TUMWATER will review the need for right-of-way and shall preapprove any acquisition prior to work authorization.

Construction Phase

Construction costs shall be divided based on Project Bid Proposal Schedules as follows: Olympia Pedestrian Bridge, Olympia Street and Pedestrian Improvements, and Tumwater Street and Pedestrian Improvements. OLYMPIA shall be responsible for the Olympia Pedestrian Bridge and Olympia Street and Pedestrian Improvements cost per Schedule. TUMWATER shall be responsible for the Tumwater Street and Pedestrian Improvements per the Schedule.

Project Close-out Phase

OLYMPIA will coordinate with TUMWATER on processing, transferring, or recording any legal documents, sureties, warranties, and bonding required as part of the PROJECT.

5. Joint Board

This Agreement creates no separate legal entity and no joint board.

6. Payment and Funding

Division of Project Funding

Each PARTNER shall be independently responsible for the cost of their portion of the PROJECT. The PROJECT has been funded by the GRANT with a total value of \$7,608,000. Based on proposed improvements developed in the preliminary design phase, the estimated cost split of construction in Olympia and Tumwater is 75%/25% respectively based on the estimated cost to design and construct Olympia Street and Pedestrian Improvements and Tumwater Street and Pedestrian Improvements. This split of GRANT funding excludes the cost of the Olympia Pedestrian Bridge as OLYMPIA agrees to cover the cost of the bridge in full. Exhibit B is the Vicinity Map for the project and shows the full limits of the project.

Each PARTNER agrees to extend this cost split allocation to cover the Design Phase, Right-of-way and Construction Easement Acquisition Phase, and Construction Phase of the PROJECT. OLYMPIA is allocated \$5,706,000 (75%) and TUMWATER is allocated \$1,902,000 (25%) of the available grant funds to complete their portion of the PROJECT.

Cost Overruns

All Design, Right-of-way and Construction Easement Acquisition, and Construction cost overruns will be covered by both OLYMPIA and TUMWATER according to the jurisdiction where the cost overrun will be incurred. In the event of a cost overrun in Design, Right-of-way and Construction Easement Acquisition, or Construction within Tumwater city limits, work shall not be authorized until verified and approved by TUMWATER in writing. Cost estimates for overruns must be provided in advance to Tumwater for review and approval that specifically pertain to the Tumwater portion of

the project, the unforeseen nature of the overrun, and must be clearly quantified in detail.

Cost Underruns

A goal of the PROJECT is to use 100% of the GRANT funding. If there are unused funds from either PARTNER'S portion of the GRANT at the end of the PROJECT, that PARTNER agrees to give back to the PROJECT all monies not spent. This will allow the other PARTNER to use unspent monies for their portion of the PROJECT to ensure full expenditure of the GRANT.

7. Method of Payment

As OLYMPIA acts as the Lead Agency in administering this project, OLYMPIA shall provide project progress reports to TUMWATER quarterly reflecting phase completion percentages and costs expended to date.

TUMWATER shall invoice OLYMPIA quarterly for Tumwater Staff time spent in direct support of the Project for which Tumwater is requesting reimbursement.

8. Indemnification & Insurance

The CITY OF TUMWATER and the CITY OF OLYMPIA each agree to defend, indemnify and hold the other, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with each entity's respective performance of its responsibilities under the Agreement, except to the extent such injuries and damages are caused by the negligence of the other.

9. Duration of Agreement

This Agreement shall be effective until PROJECT Final Acceptance has been granted unless otherwise terminated in the manner described under the termination section of this Agreement.

10. Termination of Agreement

This Agreement may be terminated upon 30 days' notice to the other partner using the method of notice provided for in this Agreement.

11. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by OLYMPIA and TUMWATER and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

12. Counterparts

This Agreement may be executed in a number of identical counterparts which, taken together, constitute collectively one Agreement; but in making proof of this Agreement, it is not necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, or an electronic or digital signature where permitted by law, must be deemed to be an original signature for all purposes. All executed counterparts of this Agreement are originals, but all such counterparts, when taken together, constitute one and the same Agreement.

13. Posting or Recording

Prior to its entry into force, this Agreement shall be posted upon the websites of the parties or other electronically retrievable public source or filed with the Thurston County Auditor's Office or as required by RCW 39.34.040.

14. Employment Relationship

Employees of each agency shall remain at all times under the direction and control of their original agency and the performance of work for any other agency pursuant to this Interlocal Agreement shall not change that relationship for any purpose. Neither agency shall be deemed to have agreed to pay the other agency's employees any wages or benefits afforded to its own employees. Further, each agency's responsibilities to its own employees for work place injuries shall remain unchanged by this Interlocal Agreement.

15. Notice/Contract Representative

Any notice required under this Agreement shall be to the partner at the address listed below and shall become effective three days following the date of deposit in the United States Postal Service.

CITY OF OLYMPIA
Attn: Jeff Johnstone, P.E.
Re: Mottman Road Interlocal Agency Agreement with Tumwater
PO Box 1967
Olympia, WA 98507-1967

jjohnsto@ci.olympia.wa.us
(360) 753-8290

CITY OF TUMWATER
Attn: Bill Lindauer, P.E.
Re: Mottman Road Interlocal Agency Agreement with Olympia
555 Israel Road SW
Tumwater, WA 98501
BLindauer@ci.tumwater.wa.us
(360) 754-4140

16. Records

Olympia and Tumwater will provide records, documents, and other project information as requested by the other Partner. Each partner shall maintain its own public records and shall be solely responsible for responding to records requests received about the subject matter of this interlocal. Any public records request addressed to the group as if this interlocal created a separate legal entity, shall be deemed to be a request received by each member individually. Each member shall respond separately, unless agreed to otherwise in writing and properly documented. Each partner agrees to cooperate with the other when records are in the other partner's possession and must be obtained to respond to a public records request.

17. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of this agreement shall be the Superior Court of Thurston County.

18. Effective Date

Once fully executed, this Agreement shall take effect as of the date of filing or posting as required by RCW 39.34.040.

CITY OF OLYMPIA

CITY OF TUMWATER

Steven J. Burney, City Manager

Debbie Sullivan, Mayor

Date: _____

Date: _____

Approved as to form:

Annaliese Harsen, Deputy City Attorney

Approved as to form:

Karen Kirkpatrick, City Attorney

Exhibit A

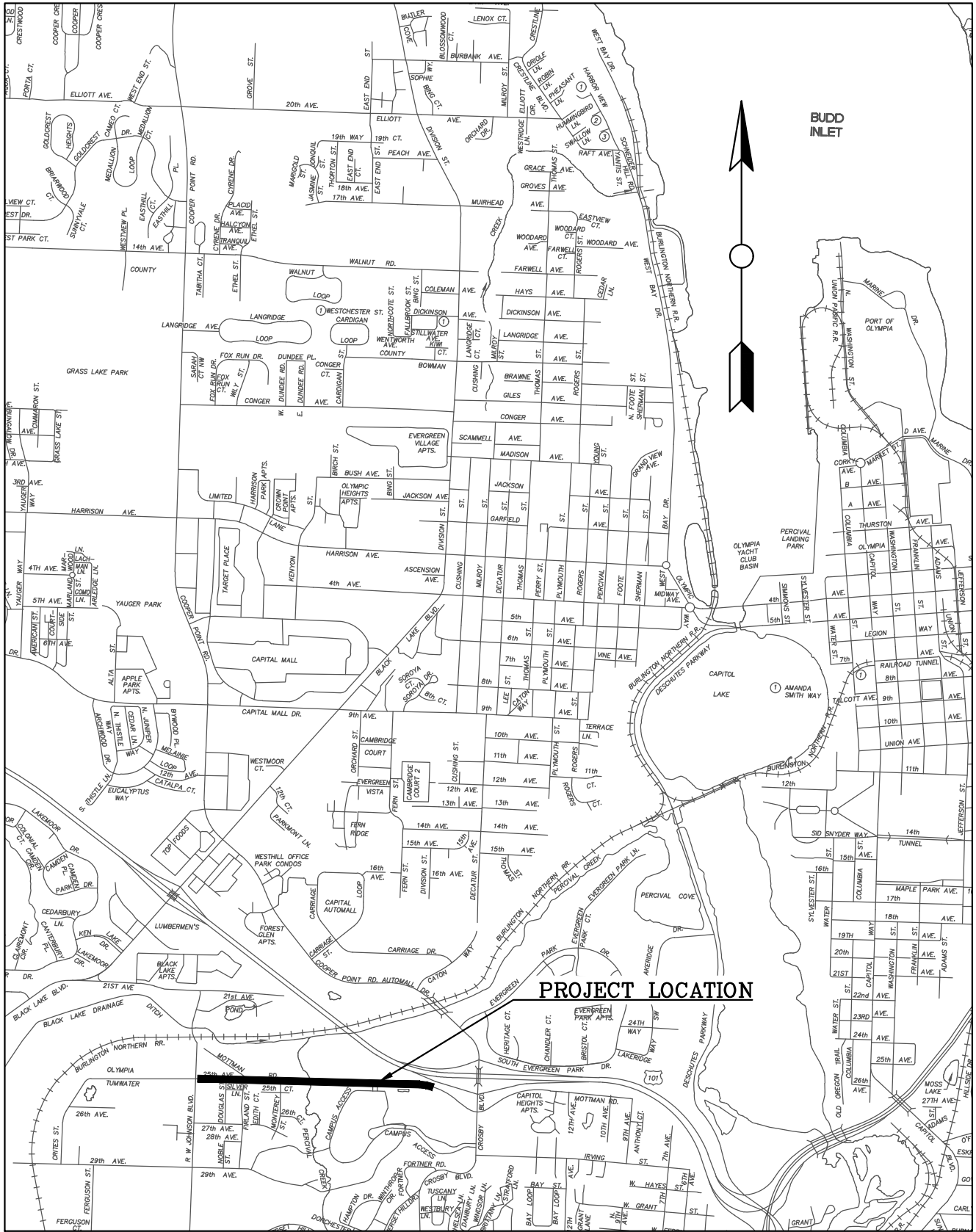
Project Overview

Proposed improvements to Mottman Rd. are between RW Johnson Blvd. and approximately 815 feet (ft) east of South Puget Sound Community College (SPSCC) entrance. The City of Tumwater right-of-way extends from RW Johnson Blvd. to approximately 755 ft east. The City of Olympia right-of-way continues approximately 2,575 ft. east of Tumwater city limits. Total project length measured along the centerline is approximately 3,330 ft.

The goal of this project is to provide improved pedestrian, bicycle, and vehicle access through this corridor. The project proposes minor widening and re-channelization of the existing roadway to include buffered bicycle lanes, as well as addition of new curb and gutter, planter strip, and sidewalk/shared use pathways to increase pedestrian and bicycle route connectivity and safety.

Project components include:

- Resurface and widen existing asphalt roadway to meet desired cross -sections.
- Where additional right-of-way (ROW) width is available, re-channelize and establish two 11-foot travel lanes with center turn lane/median, and two bike lanes with buffer zones.
- Channelize and establish, at minimum, two 12-foot travel lanes with 1-foot paved shoulders as Mottman Rd. crosses the existing Percival Creek culvert.
- Install new curb and gutter, and sidewalk along northern and southern edges of existing roadway, where no pedestrian facilities currently exist.
- Install a 12-foot shared use path and pedestrian bridge crossing Percival Creek to the north of the existing roadway.
- Construct landscaped medians and mid-block pedestrian crossings to provide connectivity and improve safety.
- Install new stormwater management facilities as required.
- Relocate of illumination, power and/or other affected dry utilities, and signage to support new ROW improvements.
- As required, installation of roadway and pedestrian illumination lighting to meet City Standards.



DATE: 3/18/2024
 DRAWN: BDP
 SCALE: 1"=1000'

EXHIBIT B
 MOTTMAN ROAD
 PEDESTRIAN AND BIKE IMPROVEMENTS
 VICINITY MAP

PROJECT NO.
 PRJ-22-000100
 SHEET 1 OF 1