

**INTERLOCAL AGREEMENT**  
**FOR**  
**PEDESTRIAN CROSSING IMPROVEMENTS**

This Interlocal Agreement is entered into by and between the City of Olympia (“City”), and South Puget Sound Community College (“SPSCC”), herein referred to collectively as the “Parties.”

**RECITALS**

WHEREAS, pursuant to RCW 39.34.010, governmental entities, including community colleges, are authorized to make the most efficient use of their powers by cooperating with each other on a basis of mutual advantage for the provision of 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, the City of Olympia *Comprehensive Plan* calls for the development of “safe and convenient walking facilities such as sidewalks, crossing improvements and streetscape enhancements” and to “provide for the safety of vehicles, bicycles and pedestrians at intersections by ensuring adequate sight distance and by using traffic control devices...”; and

WHEREAS, SPSCC seeks to provide a safe and pedestrian-friendly campus for its students, faculty and visitors; and

WHEREAS, the Parties hereto wish to assist each other in improving pedestrian safety at the Mottman Road crosswalk immediately adjacent to the SPSCC entrance; and

WHEREAS, the City of Olympia has identified the need for pedestrian crossing improvements at Mottman Road and the SPSCC entrance crosswalk but has not yet identified funding;

NOW, THEREFORE, in consideration of the exchanges of the mutual promises contained herein, the Parties hereto agree as follows:

**I. Scope of Agreement/Work**

The Parties agree to work together to complete pedestrian crossing improvements at the crosswalk on Mottman Road, adjacent to the SPSCC entrance located at 2011 Mottman Road, SW. The improvements include the installation of rectangular rapid flashing beacons and an access ramp per the attached drawing (Exhibit 1).

**II. Costs**

SPSCC agrees to pay for all materials necessary to install the rectangular rapid flashing beacons at the Mottman Road crosswalk, in an amount not to exceed \$9,462.00. A list of the materials to be purchased is included in Exhibits 2 and 3. The City will purchase the materials listed in Exhibits 2 and 3 and invoice SPSCC to recover actual costs. The City will use its own crews to install the materials.

**III. Method of Payment**

The City will invoice SPSCC upon completion of the crosswalk improvements. SPSCC will remit payment to the City within 30 days of receipt of the invoice.

**IV. Indemnification**

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

**V. No Separate Entity Created**

This Agreement creates no separate legal entity.

**VI. Duration of Agreement**

This Agreement shall be effective on the date of the last signature affixed hereto and shall terminate upon completion of the tasks necessary to accomplish the purpose of the Agreement, unless sooner terminated by the Parties as provided herein.

**VII. Default**

If any of the Parties hereto fails to perform its responsibilities, and after such failure continues to be remiss in its obligations for a period of twenty (20) days upon having received written notice of same, such party shall be in default hereunder. Upon such default, the other Party hereto may exercise any remedies provided by law. If legal action is necessary to enforce the provisions of this Agreement, the prevailing Party shall receive such sums as the court may determine, including reasonable attorney's fees and such costs as are incurred in the maintaining such cause of action.

**VIII. Termination of Agreement**

This Agreement may be terminated upon mutual agreement of the Parties.

**IX. 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 any provisions shall be the Superior Court of Thurston County.

**X. Entire Agreement**

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

**XI. Recording**

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the Parties' websites as provided by RCW 39.34.040.

**XII. Notice**

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

**CITY OF OLYMPIA:**

Attn: Mark Russell, P.E.  
Director of Transportation  
PO Box 1967  
Olympia WA 98507-1967

**SOUTH PUGET SOUND COMMUNITY COLLEGE:**


Attn: Penny Koal, AIA, LEED ap  
Dean of Facilities and Operations  
2011 Mottman Road SW  
Olympia WA 98512-6292

This Agreement is hereby entered into between the Parties and shall take effect on the date of the last authorizing signature affixed hereto.

**CITY OF OLYMPIA**

**SOUTH PUGET SOUND  
COMMUNITY COLLEGE**

\_\_\_\_\_  
Stephen H. Buxbaum, Mayor

  
\_\_\_\_\_  
Nancy McKinney, VP for Planning,  
Effectiveness and Operations

Date: \_\_\_\_\_

Date: 11/12/13

Approved as to Form:

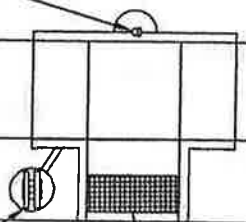
Approved as to Form:

  
\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
SPSCC Attorney

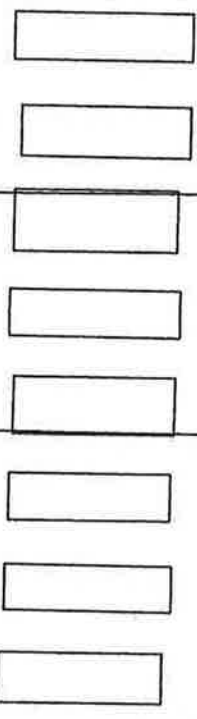
# EXHIBIT 1

INSTALL RRFB PUSHBUTTON ON NEW POST AT BACK OF NEW CURB LANDING, WITH MAXIMUM REACH FROM LANDING OF 10 INCHES

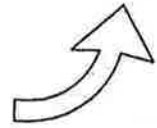


CURB ACCESS RAMP RECENTLY INSTALLED BY CITY

INSTALL RRFB BEACONS AND SIGNS ON NEW POLE IN PLANTER STRIP AT LOCATION OF EXISTING CROSSWALK WARNING SIGNS AND VISIBLE TO EASTBOUND DRIVERS FROM MINIMUM OF 250 FEET



MOTTMAN ROAD



REMOVE EXISTING CROSSWALK WARNING SIGNS AND POST

SPSCC DRIVEWAY

INSTALL RRFB BEACONS, PUSHBUTTON, AND SIGNS ON NEW POLE IN PLANTER STRIP, VISIBLE TO WESTBOUND DRIVERS FROM MINIMUM OF 250 FEET, AND MAXIMUM REACH FROM SIDEWALK OF 10 INCHES



1" = 10'




**TRAFFIC SAFETY SUPPLY CO., INC**

2324 SE UMATILLA ST.  
 PORTLAND OR 97202-7495  
 503 235-8531  
 800-547-8518  
 FAX# 503-235-5112

email: sales@tssco.com

**CONTACT NAME RICK KNOSTMAN** 1388

**Billed To:** CITY OF OLYMPIA  
 PO BOX 1967  
 OLYMPIA WA 98507

**Ship To:** CITY OF OLYMPIA  
 OLYMPIA WA 98507

**QUOTATION**

**QUOTE#:** 975328

**DATE:** 09/27/2013

**TERMS:** NET 30 DAYS

**FREIGHT:** FOB: OLYMPIA

**QUOTE ENDS:** 30 DAYS

**PHONE #** N/A

**FAX #** 360 753-8330

<u>PART #</u>	<u>QTY</u>	<u>SIZE</u>	<u>ITEM</u>	<u>BID</u>	<u>U/M</u>
14847000	1.000	SET	RRFB-XL SOLAR CROSSWALK SYSTEM INCLUDES:	\$6,599.00	EA
	4.000	EACH	RRFB-XL SINGLE SIDED LIGHT BARS WITH SIDE PEDESTRIAN INDICATOR		
14847510	2.000	EACH	SOLAR SYSTEMS WITH SOLAR PANEL, 45 AHR BATTERY, CONTROLLER, AND WIRELESS RADIO		EA
14847520	2.000	EACH	BULLDOG PUSH BUTTON WITH SIGN		EA
18502300	4.000	30x30	30" W11-2 PEDESTRIAN ADVANCE, B/FYG DG3/.080 AL	\$56.25	EA
18203502	4.000	30x18	W16-7P CROSSING ARROW, B/FYG DG3/.080 AL	\$33.75	EA
16500825	8.000	SET	4.5" PIPE SIGN POST BRACKETS DOUBLE SIDED	\$20.15	EA
	2.000	EA	14' 4.5" OD ALUM POST PACKAGE (INCLUDES THE FOLLOWING)	\$485.00	EA
12605025	1.000	14 FT	PIPE POST, 4.5" O.D. ALUM, SCH 40, THREADED		
12603100	1.000	EACH	PEDESTAL BASE, #203-00014		
12604100	4.000	EACH	J BOLTS (GALV. ANCHOR BOLTS) 3/4 X 18 X 4 X 6		

All material used in this contract is guaranteed to be as specified, and the entire job is to be done in a neat and workmanlike manner. Any deviation or alteration from the specification herein agreed upon involving extra cost of labor and/or materials will be accepted only upon a written order or instructions, and will become an extra charge over costs as mentioned in this contract.

**TRAFFIC SAFETY SUPPLY CO., INC.**

TAMMY

Service Quote

Continued...

Invoice#: 975328

Date: 09/27/2013

<u>PART #</u>	<u>QTY</u>	<u>SIZE</u>	<u>ITEM</u>	<u>BID</u>	<u>U/M</u>
12604200	8.000	EACH	GALVANIZED HEX NUT, 3/4"		
12604300	8.000	EACH	GALVANIZED PLATE WASHER, 3/4" X 3"OD X 1/4"		
12603150	1.000	EACH	TEMPLATE FOR J-BOLT, ALUMINUM		

SUBTOTAL: \$8,090.20

TAX \$711.93

1:000 DES MANAGEMENT FEE (.74%): \$59.87

TOTAL DELIVERED PRICE TO OLYMPIA: \$8,862.00

\*PRICING REFLECTS DISCOUNT ALLOWED ON

WA STATE CONTRACT #02612 FOR INTELLIGENT

TRANSPORTATION SYSTEM EQUIPMENT 2

**SPSCC Entrance Pedestrian Crossing Improvements  
City-Supplied Miscellaneous Parts**

<i>DESCRIPTION</i>	<i>QUANTITY</i>	<i>COST</i>
Concrete	1.1 yards	\$100
30" Sonotube (foundation form)	6 feet	\$300
12" Sonotube (foundation form)	2 feet	\$50
Pedestrian Pole	1 each	\$150
<b>TOTAL</b>		<b>\$600</b>