

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA, THE CITY OF LACEY, AND THURSTON COUNTY
FOR
MAINTENANCE OF THE BICYCLE ROUNDABOUT AREA AT THE INTERSECTION
OF THE OLYMPIA WOODLAND TRAIL, LACEY WOODLAND TRAIL AND
CHEHALIS-WESTERN TRAIL (“HUB JUNCTION”)**

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 party 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 party 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) the City of Lacey (LACEY) and THURSTON COUNTY agree as follows:

I. Purpose/Objective

The purpose of this Agreement is to allow all three jurisdictions to cooperatively maintain and manage the Hub Junction in a coordinated and efficient manner.

II. Definitions

In this Agreement, the following words shall have the meanings set forth below:

“Hub Junction” – The bicycle roundabout area at the intersection of the Olympia Karen Fraser Woodland Trail, Lacey Karen Fraser Woodland Trail and Thurston County Chehalis-Western Trail. The area includes the roundabout itself, the information kiosk, the garbage can, benches/seating area, and signage.

III. Scope of Agreement/Work

A. Responsibilities of OLYMPIA shall be as follows:

1. Every Tuesday, Thursday, and Saturday – empty trash can, pick up litter, remove minor graffiti.

2. Major maintenance as needed involving lighting, hardscaping, tractor-style bench seating, or kiosk.
 3. Extensive graffiti removal that requires pressure washing
 4. Ranger patrolling on OLYMPIA property.
 5. Vegetation management in the NW, SW, and SE quadrants (see “Vegetation Management Responsibilities” illustration below) including restoration of denuded southeast quadrant.
- B. Responsibilities of LACEY shall be as follows:
1. Every Wednesday, Friday and Sunday – empty trash can, pick up litter, remove minor graffiti.
 2. Maintain signage
 3. Vegetation management in the NE quadrant (see “Vegetation Management Responsibilities” illustration below)
- C. Responsibilities of THURSTON COUNTY shall be as follows:
1. Every Monday - empty trash can, pick up litter, remove minor graffiti.
 2. Repair or relocate memorial benches in southeast quadrant

Vegetation Management Responsibilities



IV. Payment

Each jurisdiction shall be responsible for the costs of carrying out their responsibilities; no payment shall be exchanged.

V. Indemnification

OLYMPIA, LACEY, AND THURSTON COUNTY each agree to defend, indemnify and hold the other jurisdictions, their 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 negligent acts of the other party or parties.

VI. Duration of Agreement

This Agreement shall be effective indefinitely unless otherwise terminated in the manner described under the termination section of this Agreement.

VII. Termination of Agreement

This Agreement may be terminated upon sixty (60) days written notice to the other parties in this Agreement.

VIII. Entire Agreement

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

IX. 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.

X. Posting or Recording

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 pursuant to RCW 39.34.040.

XI. Employment Relationship

Employees of each agency shall remain at all times under the direction and control of their originally employing 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 workplace injuries shall remain unchanged by this Interlocal Agreement.

XII. Notice/Contract Representative

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 in the United States Postal Service.

CITY OF OLYMPIA

Attn: Parks Director

Re: Hub Junction Maintenance Agreement with Lacey and Thurston County

PO Box 1967

Olympia, WA 98507-1967

olympiaparks@ci.olympia.wa.us 360.753.8380

CITY OF LACEY

Attn: Parks Maintenance Supervisor

Re: Hub Junction Maintenance Agreement with Olympia and Thurston County

1200 College St, Lacey, WA 98503

laceyshop@ci.lacey.wa.us (360) 491-5644

THURSTON COUNTY

Attn: Parks Operations and Maintenance Manager

Re: Hub Junction Maintenance Agreement with Lacey and Thurston County

9605 Tilley Rd S. Ste. C, Olympia 98512

info@co.thurston.wa.us (360) 867-2300

XIV. Records

Each party 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.

XV. 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.

XVI. Effective Date

This Agreement shall take effect as of the date of filing or posting as required by RCW 39.34.040 or May 21, 2021, whichever occurs later.

CITY OF OLYMPIA

CITY OF LACEY

Steven J. Burney, City Manager

Scott Spence, City Manager

Date: _____

Date: _____

Approved as to form:

Approved as to form:



Deputy City Attorney

Lacey City Attorney

Date: 07/28/2021

Date: _____

APPROVED AS TO FORM:

JON TUNHEIM
PROSECUTING ATTORNEY

By: _____
Elizabeth Petrich
Chief Civil Deputy

BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

Tye Menser, Chair

Date: _____

Gary Edwards, Vice Chair

Date: _____

Carolina Mejia, Member

Date: _____