

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND THE EVERGREEN STATE COLLEGE
CENTER FOR SUSTAINABLE INFRASTRUCTURE
FOR
FONES ROAD CORRIDOR VALUE PLANNING EXERCISE**

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 and The Evergreen State College Center for Sustainable Infrastructure agree as follows:

I. Purpose/Objectives

The purpose of this Agreement is for the City of Olympia (CITY) and the Evergreen State College Center for Sustainable Infrastructure (TESC-CSI) to initiate a value planning exercise for the Fones Road Corridor in Olympia, WA. This value planning exercise will identify alternative approaches that affordably meet the need for multi-modal transportation throughout the corridor, in ways that better serve the City's climate, economic development, livability, and other comprehensive plan goals. The range of options developed through this process will also include consideration of improvements to regional trail connections, open space, stormwater, and economic development. It is anticipated that completion of the value planning exercise will set the stage for further analysis and design of transportation improvements.

II. Scope of Agreement/Work

The Parties agree to jointly engage in a Value Planning Exercise as outlined in **Exhibit "A"** Scope of Services.

III. Compensation

In consideration of the Contractor performing the Services, CITY agrees to pay TESC-CSI an amount not to exceed Forty Eight Thousand Two Hundred Thirty Five and 05/100 Dollars (\$48,235.05), at the hourly labor rates established in **Exhibit "B"**.

IV. Funding Reserve

The CITY agrees to also set aside a reserve of Twenty Five Thousand and 0/100 Dollars (\$25,000.00). If additional services are determined by the City to be needed beyond the scope established in Exhibit "A", the City may use this additional reserve. The City's Director of Transportation and TESC-CSI will have the authority to amend the scope of services and expend any portion of the funding reserve deemed necessary.

V. Amendments/Term Extensions

Each party hereby delegates authority to those staff members who hold the positions designated in this section to authorize amendments to Exhibits "A" and "B" as necessary for the proper administration of the interlocal agreement, so long as each amendment is in written form, signed by the authorized party for each entity, dated, and properly recorded or otherwise posted in compliance with RCW 39.34.040. With the exception of the authority listed in Sections IV. and VIII., all other amendments to this Agreement shall be in writing and authorized by each party's respective governing authority prior to implementation.

CITY:

Attn: Mark Russell, Director of Transportation
(360) 753-8762
mrussell@ci.olympia.wa.us

TESC-CSI:

Attn: Brant Eddy, Purchasing & Contracts Manager
(360) 867-6358
eddyb@evergreen.edu

VI. Indemnification & Insurance

A. The TESC-CSI and the CITY 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.

VII. No Separate Legal Entity Created

This Agreement creates no separate legal entity.

VIII. Duration of Agreement

This Agreement shall be effective from the date of the last authorizing signature affixed hereto, and proper recording as indicated in Section XI, until December 31, 2017 unless otherwise terminated or extended in the manner described in this Agreement. This Agreement may be extended for additional terms upon the mutual written agreement of the CITY's Director of Public Works and TESC-CSI.

IX. Termination of Agreement

Should either party choose to terminate this Agreement prior to its expiration, the party desiring to terminate must provide ninety (90) days advance written notice to the other party.

X. Entire Agreement

This Agreement, along with the Exhibits "A" and "B", which are incorporated by reference sets forth all terms and conditions agreed upon by CITY and TESC-CSI, and supersedes any and all agreements oral or otherwise specific to the 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 websites or other electronically retrievable public source as required 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 in the United States Postal Service.

CITY

City of Olympia

Attn: Director of Transportation

Re: Interlocal Agreement with TESC-CSI

P.O. Box 1967

Olympia, WA 98507-1967

TESC-CSI

The Evergreen State College – Center for Sustainable Infrastructure
Attn: Purchasing & Contracts Manager
Re: Interlocal Agreement with City of Olympia
2700 Evergreen Parkway NW
Olympia, WA 98505

XIII. 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.


XIV. 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 is Thurston County.

CITY OF OLYMPIA

**THE EVERGREEN STATE COLLEGE
CENTER FOR SUSTAINABLE INFRASTRUCTURE**

Cheryl Selby, Mayor



Brant Eddy, Purchasing & Contracts Manager

Date: _____

Date: 3.1.17

Approved as to form:



City Attorney

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EXHIBIT A



The Fones Road corridor in east Olympia is failing to meet the transportation levels of service established by the City of Olympia. Early estimates suggest that the cost of the standard road-widening and street improvement response could exceed \$15 million.

Olympia Public Works proposes to initiate a value planning exercise with the Evergreen Center for Sustainable Infrastructure to set the stage for a transportation corridor study expected to begin in the first quarter of 2017. The purpose of the value planning exercise will be to identify alternative approaches that affordably meet the need for multi-modal transportation throughout the corridor, in ways that better serve the City's climate, economic development, livability, and other comprehensive plan goals.

Value planning exercises are especially recommended for projects like Fones Road that have the potential to impact a broad range of City priorities, including compliance with growth management, multi-modal mobility, pedestrian and bicycle safety, and climate mitigation and adaptation policies. This value planning process will develop a range of options that also include consideration of improvements to regional trail connections, open space, stormwater, and economic development.

Project Components and Tasks

1. Advance Research

- a. Collect and review background information on the Fones Road Corridor.
- b. Prepare agendas for field trip and design charrette.
- c. Contact potential participants and obtain commitments for their participation.
- d. Assemble materials for field trip and charrette.
- e. Meet with City staff to review and finalize meeting agendas.

Assumptions:

- a. City staff will be available to answer questions, provide available background materials and provide assistance with meeting scheduling.

2. Field Trip Workshop

- a. Make all necessary arrangements for field trip including but not limited to providing transportation for participants, developing background information and field trip worksheets for participants, contacting adjacent businesses and property owners as needed.
- b. Provide facilitation and guidance for activities and field trip discussions.
- c. Maintain field trip notes.

Assumptions:

- a. City staff will be available to answer questions during the field trip.
- b. City staff will print field trip materials for participants.

3. Design Charrette

- a. Compile field trip notes.
- b. Provide facilitation services for the design charrette.

Assumptions:

- a. City staff will be available to answer questions and provide technical information during the design charrette.
- b. City will provide food and beverages.
- c. City will arrange for conference room and provide supplies such as flip charts, markers and projection equipment.

4. Development of Final Report

- a. Compile and review notes from design charrette.
- b. Refine design alternatives.
- c. Complete Triple Bottom Line analysis of alternatives.
- d. Draft final report.
- e. Present final report to City staff.
- f. Finalize final report to address City comments.

Deliverable

Final report consisting of

- a. Summary of Methodology
- b. Stakeholder Profiles
- c. Problem Statements
- d. Ideation results including key conclusions, discoveries, the best ideas, and remaining questions.

Tentative Schedule

Event Preparation	March 2017
Field Trip and Design Charrette	March 2017
Final Report	April 2017

EXHIBIT B

<i>hourly rate</i>	\$ 175.00	\$ 225.00	\$ 175.00	\$ 160.00	\$ 150.00	\$ 28.00	11%		
	Andrea Ramage	Steve Moddemeyer	John Gibson	Jemae Hoffman	Rhys Roth	Graduate Student Interns (2)	Evergreen Indirect		
Roles	<i>Lead Facilitator</i>	<i>Integrated Design Strategies</i>	<i>Expert -- Economist</i>	<i>Sustainable Transp.</i>	<i>PM</i>	<i>Interns</i>			
Advance Research and Prep	13	4	2	2	13	0			
Field Trip Workshop	6	5	5	5	6	6			
Distillation of Field Trip Input	5	0	0	0	3	0			
Design Charrette (1 day)	10	9	9	9	10	16			
Post-Charrette Alternative Refinement	3	10	6	6	6	8			
Triple Bottom Line Economic Analysis of Alternatives	2	10	22	2	2	0			
Final Deliverable -- Report	13	6	6	2	12	10			
Presentation of Report Results	2	2	0	0	2	0			
Feedback from client	1	0	0	0	2	0			
Project Mgt					7				
TOTAL HOURS	55	46	50	26	63	40		280	GRAND TOTAL HOURS
Fee at billable rate	\$ 9,625.00	\$ 10,350.00	\$ 8,750.00	\$ 4,160.00	\$ 9,450.00	\$ 1,120.00	\$ 4,780.05	\$ 48,235.05	GRAND TOTAL FEE

Final report:

(0) summary of methodology, (1) stakeholder profiles, (2) problem statement(s), (3) ideation results, including key conclusions, discoveries, the best ideas, and remaining questions.

Assumptions:

Direct expenses and mileage are included in the hourly rates.

The City will pay for food, arrange for conference room, and flip charts, markers, projection equipment.

CSI and team will bring computers.

City will print all materials in color or in black in white, as requested.

