

**CITY OF OLYMPIA AND
THURSTON REGIONAL PLANNING COUNCIL
INTERLOCAL AGREEMENT FOR THE MARTIN WAY STUDY**

THIS AGREEMENT is entered into in duplicate this _____ day of _____, 2013, by and between Thurston Regional Planning Council ("TRPC,") and City of Olympia ("THE CITY").

Recitals:

WHEREAS, the general and special purpose jurisdictions and public institutions of Thurston County have joined together to form a Regional Planning Council known as TRPC;

WHEREAS, TRPC may provide, on a contractual basis, planning and technical assistance for member and nonmember agencies as set forth in the TRPC Agreement and Operating Procedures;

WHEREAS, TRPC has received a grant from the U.S. Housing and Urban Development Department (HUD) to partially fund a planning project for the Martin Way Study that incorporates elements of land use, transportation, infrastructure planning and financing, and economic development;

WHEREAS, THE CITY has budgeted staff time in 2012, 2013, and 2014 to be used as match for the HUD-funded Martin Way Study;

WHEREAS, TRPC desires to enter into an agreement with THE CITY to perform certain planning services as hereinafter agreed to by both parties and attached hereto as "EXHIBIT A – SCOPE OF WORK";

WHEREAS, TRPC also desires to enter into a separate contract with a consultant to perform certain planning services on behalf of THE CITY that is agreed to by both parties;

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises contained herein, the parties agree as follows:

- I. PURPOSE. The general objective(s) of this Agreement shall be as follows:
 - A. Provide project management and general planning services for the Martin Way Study.

II. DUTIES OF TRPC & THE CITY.

TRPC shall perform the following duties:

- A. In order to accomplish the general objective(s) of this Agreement, TRPC shall provide general oversight and reporting of the grant work program and ensure that the duties included in the attached "EXHIBIT A – SCOPE OF WORK" are performed by the various entities.

- B. TRPC shall enter into a contract with a consultant who will perform the work described in the attached "EXHIBIT A – SCOPE OF WORK". TRPC will make payments to the consultant only after THE CITY has confirmed that the work has been done to their satisfaction.
- C. THE CITY shall perform the portion of the work that applies to them as outlined in the attached "EXHIBIT A – SCOPE OF WORK". THE CITY shall also perform day to day oversight and coordination of the Martin Way Study and approve all invoices from the consultant prior to payment by TRPC.

III. TERM.

The time schedule for completion of THE CITY's duties shall be October 1, 2012 through June 30, 2014.

IV. EFFECTIVE DATE.

This Agreement shall become effective upon the later of the approval of this Agreement by each party's governing body, and upon recordation of this Agreement with the Thurston County Auditor.

V. PAYMENT FOR SERVICES.

TRPC shall pay THE CITY and the consultant for services rendered, as specified herein. The combined amount to be paid by TRPC to both the CITY and the consultant shall not exceed \$85,000. It is anticipated that the amount of the contract with the consultant will be under \$80,000, and the remainder of the balance shall be paid to the CITY by TRPC for services rendered. THE CITY shall submit monthly vouchers for services rendered under this Agreement and TRPC shall pay thereon within thirty (30) days of receipt.

VI. PROHIBITION AGAINST ASSIGNMENT

Neither this Agreement nor any interest therein may be assigned by either party, without first obtaining the written consent of the other party.

VII. OWNERSHIP OF MATERIALS.

Ownership of materials produced as part of this Agreement, including but not limited to documents, maps, computer data diskettes, etc. shall be the property of Olympia and shall be made available upon request.

VIII. TERMINATION.

This Agreement may be terminated sooner than the expiration date of June 30, 2014, upon thirty (30) days written notice to the other party. TRPC agrees to be responsible for financial obligations incurred by THE CITY up through, and including the date of termination, for work performed on behalf of TRPC Upon receipt of written notice of

termination of this Agreement, THE CITY agrees not to undertake any further obligations on behalf of TRPC beyond the date scheduled for termination.

IX. ADMINISTRATION; ACQUISITION OF PROPERTY.

This Agreement will be administered by TRPC. It is not anticipated that real or personal property will be acquired by the parties under the terms of this Agreement, therefore there is no need for provisions in this Agreement that specify the distribution of such property upon termination.

X. EQUAL EMPLOYMENT OPPORTUNITY.

In connection with the execution of this contract, THE CITY shall not discriminate against any employee or applicant for employment because of race, creed, marital status, age, color, sex, national origin, sexual orientation or disability.

XI. HOLD HARMLESS/INDEMNIFICATION.

THE CITY shall defend, indemnify and hold TRPC, its officers, officials, employees and volunteers harmless from any all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of THE CITY in performance of this Agreement, except for injuries and damages caused by the sole negligence of TRPC.

THE CITY shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by THE CITY, its agents, representatives, or employees.

A. Minimum Scope of Insurance. THE CITY shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. TRPC shall be named as an insured under THE CITY's Commercial General Liability insurance policy with respect to the work performed for TRPC.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance.

- B. Minimum Amounts of Insurance. THE CITY shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:
1. THE CITY's insurance coverage shall be primary insurance as respect to TRPC. Any insurance, self-insurance, or insurance pool coverage maintained by TRPC shall be excess of THE CITY's insurance and shall not contribute with it.
 2. THE CITY's insurance shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to TRPC.
- D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A. M. Best rating of not less than A:VII.
- E. Verification of Coverage. THE CITY shall, upon request, furnish TRPC with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirement.
- F. THE CITY's membership in the liability, property, and automotive physical damage programs of Washington Cities Insurance Authority (WCIA), which is the same insurance provider for TRPC, shall meet the insurance requirements specified above. At a minimum, THE CITY shall provide a letter of coverage to TRPC verifying coverage limits are adequate.

XII. INDEPENDENT CONTRACTOR.

The parties intend that an independent contractor relationship will be created by this Agreement. TRPC will not exercise control and direction over the work of THE CITY, and is interested primarily in the results to be achieved. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of THE CITY No agent, employee, servant or representative of

THE CITY shall be deemed to be an employee, agent, servant or representative of TRPC for any purpose, and the employees of THE CITY are not entitled to any of the benefits TRPC provides for its employees. THE CITY will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

In the performance of the services herein contemplated THE CITY is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of TRPC and shall be subject to the TRPC's general rights of inspection and review to secure the satisfactory completion thereof.

As an independent contractor, THE CITY shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

XIII. REPORTS AND INSPECTIONS.

THE CITY at such times and in such forms as the TRPC may require, shall furnish to TRPC such statements, records, reports, data, and information as TRPC may request pertaining to matters covered by this Agreement. All of the reports, information, data, records, and other related materials, prepared or assembled by THE CITY under this Agreement are subject to public disclosure pursuant to Ch. 42.17 RCW. To the extent allowed by Ch. 42.17 RCW, reports, information, data, records, and other related materials prepared or assembled by THE CITY under this Agreement that contain information that is personal and wherein a right to privacy exists, or that falls under a statutorily-specified exemption from disclosure, will be exempt from disclosure. Generally, Chapter 42.17, R.C.W. requires disclosure of all but the most personal and sensitive information in TRPC's hands.

THE CITY shall at any time during normal business hours and as often as TRPC or State Examiner may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit TRPC or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. TRPC shall receive a copy of all audit reports made by the agency or firm as to THE CITY's activities. TRPC may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of THE CITY's activities that relate, directly or indirectly, to this Agreement.

XIV. COMPLIANCE WITH LAWS.

THE CITY, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

XV. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

XVI. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

XVII. GOVERNING LAW AND VENUE.

This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

XVIII. SEVERABILITY.

If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

IN WITNESS WHEREOF, TRPC and City of Olympia have executed this Contract as of the date and year written below.

CITY OF OLYMPIA
601 4TH Avenue East, Olympia, WA 98501

THURSTON REGIONAL PLANNING
COUNCIL
2424 Heritage Court SW, Suite A
Olympia, WA 98502
(360) 956-7575
Tax ID #: 91-1428789

Stephen H. Buxbaum, Mayor

Lon D. Wyrick, Executive Director

ATTEST:

City Clerk

APPROVED AS TO FORM:

Darra Nienche
Deputy City Attorney

Exhibit A: Scope of Work Martin Way Study

The Study will be composed of the following elements to be implemented by staff, the consultant and partner agencies:

Land Use Profile

Characterize, quantify and map existing land uses, zoning, critical areas and other unique features of the land within this district.

Infrastructure Assessment

Existing and planned infrastructure in the district, including:

- Transportation: frontage, street connections, right-of-way needs and planned features for all modes
- Public utilities: including storm water, water, sewer
- Other planned infrastructure or public facilities such as parks and trails
- Possible private utility needs, including undergrounding

Market Analysis

A high-level market analysis of properties, and an assessment of development potential in the district. Proforma analyses of three properties will be conducted.

Stakeholder Involvement

The two components of stakeholder input include:

- Resident and employee input on the issues, opportunities and needs of the district will be gathered through surveys, focus groups and an open house.
- Property owner interviews will be conducted with selected owners of large parcels in the districts, such as St Peter's Hospital and Intercity Transit. These interviews will be determined in part by survey work done by the Economic Development Council in late 2012 and early 2013.

Using the information from the above steps, the consultant will conduct an analysis and prepare a final report:

Consultant Analysis

The land use profile, infrastructure assessment, market analysis and stakeholder input will be used by the consultant to conduct an evaluation and develop a report on infrastructure financing options and development opportunities in the district.

Final Report

A final report will be presented to stakeholders for review and presented the City Council for acceptance. The report will include:

- Infrastructure needs and estimated costs for 20 year timeframe
- Options for funding needed infrastructure
- Results of the market analysis of properties in the district and identification of opportunities for development and re-development
- Potential use of the Community Renewal Act, based on an analysis in a concurrent study being conducted by the City
- Recommended next steps for City action

The roles associated with specific tasks are as follows:

Timeline	Tasks	Consultant	Olympia	TRPC	Thurston EDC	Housing Authority
Dec 2012 to April 2013	Business Survey	Review	Support	Support	Lead	
Dec 2012 to April 2013	Land Use Profile	Review	Lead	Support		
June 2013	Infrastructure Inventory	Review	Lead			
August 2013	Review and confirm infrastructure needs and costs	Lead	Support			
September 2013	Targeted Property Owner Interviews	Lead	Support		Support	
June to Sept. 2013	Resident and Employee outreach	Support	Lead	Support		Support
October 2013	Conduct high-level Market Analysis of the district	Lead	Review	Review		
October 2013	Conduct proformas on up to three properties	Lead	Review	Review		
November 2013	Identify optional approached to funding infrastructure	Lead	Support	Review		
Dec 2013 to Jan 2014	Produce final report	Lead	Support	Review		