

INTERLOCAL AGREEMENT FOR CONSULTING SERVICES

This Interlocal Agreement ("Agreement") is entered into pursuant to the authority of Chapter 39.34 RCW in duplicate originals, between the City of Olympia, Washington, a municipal corporation, and Thurston County, Washington, a municipal corporation, collectively referred to as "Jurisdictions" and individually as "Jurisdiction." In consideration of the terms, conditions, covenants, and performances contained herein, it is mutually agreed by the Jurisdictions as follows:

1. Purpose

The Jurisdictions agree that it is mutually beneficial to share the cost of the forthcoming Thurston County Courthouse and Civic Center Project Comprehensive Comparable Feasibility Study consultant contract. By doing so, the cost of negotiating with the consultant will be reduced for each Jurisdiction and the study process will result in much better collaboration. To that end, the Jurisdictions have agreed to participate in the Professional Consulting Services ("Consultant Contract"), which includes its consultants' and subconsultants' Scope of Work, attached hereto as Exhibit "A" and incorporated herein by reference.

2. Term

The term of this Agreement shall be effective upon the approval of the last Jurisdiction's governing body, and shall be effective through December 31, 2019, unless amended pursuant to Section 7 of this Agreement. Prior to commencement, this Agreement shall be filed or posted in accordance with RCW 39.34.040.

3. Payment and Scope of Work

The total cost of the consultant contract is anticipated not to exceed \$200,000. Thurston County will pay 75% (not to exceed \$150,000) and Olympia will pay 25% (not to exceed \$50,000) of the final negotiated contract amount.

4. Lead Agency

Thurston County will act as the Lead Agency on behalf of the Jurisdictions in administering the Consultant Agreement. The Lead Agency will submit invoices to each Jurisdiction for their share of the costs performed under the Consultant Agreement. The Jurisdiction will remit payment to the Lead Agency no later than 30 days from the date of the invoice.

5. Relationship of the Jurisdictions

This Agreement is for the benefit of the Jurisdictions, and no third party beneficiary relationship is intended. No separate legal entity is created by this Agreement. No administrator or joint board is created by this Agreement, although Thurston County will be the Lead Agency for the purposes set out in Section 4 herein. No common budget is to be established. No personal or real property is to be jointly acquired or held.

6. Indemnification and Hold Harmless

To the extent permitted by law, each Jurisdiction agrees to indemnify, defend and hold harmless the other Jurisdiction, their officers, officials, employees, agents, and volunteers from and against any and all claims, demands, damages, losses, actions, liabilities, expenses and judgments of any nature whatsoever, including without limitation, court and appeal costs and attorneys' fees, to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, caused by or arising out of any negligent act, errors, or omissions, of that Jurisdiction, its employees, agents, or volunteers or arising out of, in connection with, or incident to that Jurisdiction's performance or failure to perform any aspect of this Agreement.

The Jurisdictions waive their immunity under the Washington State Industrial Insurance Act, Title 51 RCW, to the extent required by this indemnification and hold harmless provision. Provided, however, the foregoing waiver shall not in any way preclude a Jurisdiction from raising such immunity as a defense against any claim brought against a Jurisdiction by any of the Jurisdiction's respective employees. This waiver has been mutually negotiated by the Jurisdictions.

The provisions of this section shall survive the completion or expiration of this Agreement or termination whether termination is by all Jurisdictions, or by one or more Jurisdictions.

7. Amendments

This Agreement may be amended only by mutual written agreement of all Jurisdictions executed by each Jurisdiction's authorized governing authority as provided in Chapter 39.34 RCW.

8. Termination

This Agreement may be terminated as to any single Jurisdiction when the terminating Jurisdiction provides written notice to all other Jurisdictions, as set out in Section 9, at least 60 days prior to its intended withdrawal from this Agreement. The withdrawing Jurisdiction agrees to be responsible for its share of any costs incurred or encumbered pursuant to this Agreement or the Consultant Agreement through the effective date of such withdrawal.

9. Jurisdiction Representative

The following are designated as representatives of the respective Jurisdictions. Notice provided for in this Agreement shall be sent to the designated representatives by certified mail to the addresses set forth below. Notice will be deemed received three business days following posting by the U.S. Postmaster.

City of Olympia, c/o City Manager, P.O. Box 1967, Olympia, WA 98507
Thurston County, c/o County Manager, 2000 Lakeridge Drive SW, Olympia, WA 98502

10. 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 Jurisdiction hereto that this Agreement shall be governed by the laws of the State of Washington both as to its interpretation and performance. Any action of law,

suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in a court of competent jurisdiction in Thurston County, Washington.

11. Severability

If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the Jurisdictions' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of this Agreement is in direct conflict with any statutory provision of the state of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

12. Entire Agreement

The Jurisdictions agree that this Agreement, including Exhibit A, is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

13. Non-Waiver of Rights

The Jurisdictions agree that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

14. Equal Opportunity to Draft

The Jurisdictions have participated and had an equal opportunity to participate in the drafting of this Agreement and Exhibit A. No ambiguity shall be construed against any Jurisdiction upon a claim that that Jurisdiction drafted the ambiguous language.

IN WITNESS WHEREOF the Jurisdictions hereto have caused this Agreement to be executed according to the terms written above and on the date set out below.

CITY OF OLYMPIA

THURSTON COUNTY

Steven R. Hall, City Manager Date

Bud Blake, Chair of the Board of Date
County Commissioners

Approved as to form:



Mark Barber, City Attorney

Approved as to form:

Jon Tunheim, Prosecuting Attorney

By: _____
Deputy Prosecuting Attorney

EXHIBIT A

BOCC-2018-001 - TASK ORDER 1

Thurston County Courthouse & Civic Center Project

Comprehensive Comparative Feasibility Study

Background

Thurston County (County) government has occupied its current facility since 1978. Many building systems are reaching the end of their life span. Major facility deficiencies alone are expected to approach \$25 million dollars in the next three years. The Board of County Commissioners (BoCC) is considering the most prudent course of action for the future and whether it is best to reconstruct and expand the existing campus and buildings or build a new Courthouse and Civic Center within the City Limits of Olympia, Washington.

1. PROJECT GOAL

The study will provide the County with a detailed analysis of each potential site to be used by the BoCC to determine the scope, cost and location of a future project. The total budget for the study is estimated at \$150,000 - \$200,000.

2. PROJECT APPROACH

The Consultant selected will work with the County's Special Projects Coordinator and the City of Olympia designated representative in the development and implementation of the Scope of Services. Other County and City staff will be engaged in the process to provide information as necessitated by the Consultant team.

3. SCOPE OF WORK

Prepare a comprehensive comparative feasibility study for the following: (1) Renovation/Expansion of the Courthouse and Civic Center at its current location, (2) Construct a new Courthouse and Civic Center on the existing City of Olympia property on Plum Street where their existing Municipal Court is located (the Lee Creighton Justice Center) and (3) Construct a new Courthouse and Civic Center on the Harrison West property located at Harrison Avenue NW and Kaiser Road SW.

The study will need to address the following types of issues: life cycle costs, project costs, phasing, logistics, environmental, hazmat, zoning, site master plan with blocking level space planning, potential public & private partners, geotechnical, traffic impacts, parking, transit, best practices space planning criteria, accessibility, security, energy efficiency, public interface, customer service, and economic development.

The study will address project options with the following budget scenarios: (1) full space program projected through 2045 as outlined in the 2015 Comparable Feasible Study, and (2) maximum space utilizing space planning best practices criteria with a project budget ceiling of \$200M assuming a Design Build contract is awarded in the Summer of 2021.

New Courthouse & Civic Center

Using the “Urban Blocks – Consolidated – Downtown” option from the 2015 Comparative Feasibility Study as a point of departure, consider the operational and service delivery space needs of the functions currently housed in County Buildings 1, 2, 3, 4, 5, and 6 in developing a feasibility option for constructing a new Courthouse and Civic Center building or complex of buildings on each of the following properties: (a) Lee Creighton Justice Center at 900 SE Plum Street (Parcel 78202500100) currently owned by the City of Olympia and (b) Harrison West Development at Harrison Avenue NW and Kaiser Road SW (Parcels 12817420900, 12817421300, 12817431300, 12817431400). Note: The Lee Creighton Justice Center site option will include space for both the Olympia Municipal Court and associated service groups presently working in the facility and the Thurston County space program.

Existing County Courthouse & Civic Center (2000 Lakeridge Drive, Olympia, WA)

The following are three (3) options. It is expected the Consultant will explore other suggestions.

Hilltop New Campus

Using the “Hilltop New Campus” option from the 2015 Comparative Feasibility Study as a point of departure along with the 2016 Condition Assessment Report of the existing Courthouse complex, develop a feasibility option for potential renovation of Buildings 1 – 3 and the construction of a new Courthouse and Parking garage on the block where Buildings 4 & 6 are currently located.

Hilltop Plaza Infill

Using the “Hilltop Existing Campus” option from the 2015 Comparative Feasibility Study as a point of departure along with the 2016 Condition Assessment Report of the existing Courthouse complex, develop a feasibility option for potential renovation of Buildings 1 – 3 and the construction of a new Courthouse with structured parking in the plaza area between the three (3) existing buildings. Consider relocating all the functions from Buildings 4 – 6 into the new and renovated space making it possible to provide additional parking where Buildings 4 & 6 are presently located.

Hilltop Plaza Reconstruction

Using the “Hilltop Existing Campus” option from the 2015 Comparative Feasibility Study as a point of departure along with the 2016 Condition Assessment Report of the existing Courthouse complex, develop a feasibility option for potential reconstruction of Buildings 1 – 3 while expanding existing building(s) upward to provide Superior and District Court space with proper security and personnel circulation. Consider relocating all the functions from Buildings 4 – 6 into the renovated space in Buildings 1 & 3 making it possible to provide additional parking where Buildings 4 & 6 are presently located.

Cost Estimates

Provide two (2) cost estimates for each of the options. The first estimate will address the 2045 Space requirements as shown in the "Programming Summary" section of the 2015 Comparative Feasibility Study and the second estimate will address the maximum space, utilizing space planning best practices criteria, with a project budget ceiling of \$200M. The construction portion of the estimates shall be Uniformat II. Costs shall include design, construction, construction administration, permits, taxes, furnishings, equipment, and moving expenses. Assume construction starts in the Summer of 2021. Estimates shall not include purchase of property.

Final Report

The Final Report will be presented to the Thurston County Board of County Commissioners by the selected proposer. Additional presentations to other elected officials, department directors, and stakeholders may be required.

Reference Documents:

Hilltop Campus Expansion Site

- Comparative Feasibility Study by Ron Thomas Architects & HOK in 2015
- Facility Condition Assessment Final Report by MENG ANALYSIS in 2016

City of Olympia Site on Plum Street

- 1975_Site_Eval___Prelim_Study_proposed_new_Thurston_Cty_Courthouse-
_Hart_Crowser_Geotechnical_Engineering-
- City_Hall_plans_1964
- Justice_Center_remodel
- Landau_Assoc_1993_AGR_geotech_eval___prlim_report_on_City_Hall_expansion_project
- Old_City_Hall_on_Plum_circa_1960's_129_pgs
- Feasibility_Study_File16-9060
- 2013 Facility Condition Assessment
- Asbestos Survey 2012
- BCA for ALL city owned buildings
- Haz. Mat. Report, NOW 2011

Harrison West Property at Harrison Avenue & Kaiser Road

- Developer's Agreement
- Harrison West - Amended Developer's Agreement
- Harrison West Site Map and utilities
- WestCAP Monitoring Wells - 6-15-17
- WESTCAP Utility Easement Location - 4-23-18