

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND THURSTON COUNTY
FOR
PERMIT PROCESSING**

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 must be authorized by the governing body of each party to the contract and must set forth its purposes, powers, rights, objectives, and responsibilities of the contracting parties;

WHEREAS, the City of Olympia (OLYMPIA) and Thurston County (COUNTY) intend that under this Agreement OLYMPIA will (except as otherwise provided in this Agreement) serve as the lead agency for reviewing applications for preliminary and final plat approval and permits for the project identified below and will, if the proposed project meets applicable City and County code provisions, issue approvals and permits to the applicant, which approvals and permits will satisfy both CITY and COUNTY requirements;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, OLYMPIA and COUNTY agree as follows:

I. Purpose/Objective

Tenino Land Company, LLC has indicated an intent to apply for necessary permits for a residential subdivision of three tax parcels located north of 2nd Avenue NW. The purpose of this Agreement is to allow OLYMPIA to take lead agency status for processing State Environmental Policy Act review and conducting permit application review for the project referred to as Mud Bay Residential located at 4840 Harrison Avenue NW and including Thurston County Tax Parcel Numbers 12817230600 (4.85 acres located in Olympia), 12817230100 (5.00 acres located in Olympia) and 12817230700 (2.41 acres located in unincorporated Thurston County and within the Olympia Urban Growth Boundary). Subject properties are owned by the Tenino Land Company, LLC.

II. Scope of Agreement/Work

A. Responsibilities of OLYMPIA are as follows:

1. Review preliminary plat application and apply applicable OLYMPIA codes and standards to that portion of the project located in Olympia, and applicable COUNTY codes and standards to that portion located in the COUNTY, with the following exception: for consistency, the entire project shall be subject to the version of the City's Engineering Design and Development Standards current at the time of civil engineering permit application.
2. Assume lead agency status for processing State Environmental Policy Act review.
3. Conduct a public hearing before the Olympia Hearing Examiner to render a decision on the preliminary plat application.
4. Complete civil engineering review for the project and issue plan approvals.
5. Complete final plat review, inspections, and approval to assure all conditions of preliminary plat approval and other platting legal requirements are met by the developer.
6. Hold, inspect, and issue final approval and authorize release of performance bonds submitted by the developer for the public improvements. OLYMPIA shall consult with the COUNTY prior to issuance of final approval and release of performance bonds under this subsection.

B. Responsibilities of the COUNTY are as follows:

1. Upon request by OLYMPIA, the County shall provide consultation services when needed to interpret and implement County codes and regulations.
2. The project will be routed to Thurston County Environmental Health for review and approval by the Health Officer designee following standard practice.

III. Payment (or Funding/Costs/etc.)

Payment of fees:

Applicant is responsible for payment of fees to OLYMPIA in accordance with OLYMPIA's adopted fee schedule for permit and plan review, Hearing Examiner services, and inspections. Preliminary plat fee will be based on the total land area (inside and outside of City limits) that is proposed for land division. Applicant is also responsible for payment of Thurston County Environmental Health (TCEH) plan review fees in accordance with the COUNTY's adopted fee schedule.

IV. Method of Payment

Permit and inspection fees will be paid by the applicant via the OLYMPIA's online portal. Fees include a Hearing Examiner deposit. Any additional Hearing Examiner fees will be paid by the applicant after receipt of an invoice from OLYMPIA. upon application submittal.

V. Indemnification & Workers Compensation

The COUNTY and OLYMPIA 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.

In any and all claims against either party, its officers, officials, employees, and agents by any employee, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by either party or subcontractor under Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the COUNTY and OLYMPIA expressly waives any immunity either might have had under Title 51 RCW. By executing the Contract, the COUNTY and OLYMPIA acknowledge that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section must be incorporated, as relevant, into any contract either party makes with any subcontractor or agent performing work hereunder.

VI. Joint Board; Property

This Agreement creates no Joint Board and no separate legal entity. No real or personal property will be acquired or held as part of carrying out this Agreement. To the extent any Party furnishes property for purposes of carrying out this Agreement, such property must be returned to that Party upon termination of this Agreement, or upon that Party's withdrawal from this Agreement.

VII. Duration of Agreement

This Agreement is effective until June 30, 2028, unless otherwise terminated in the manner described under the termination section of this Agreement.

VIII. Termination of Agreement

This Agreement may be terminated upon 60 days notice to the other party using the method of notice provided for in this Agreement.

IX. Entire Agreement

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

X. 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.

XI. Posting or Recording

Prior to its entry into force, this Agreement must be posted upon the websites of the parties or other electronically retrievable public source or filed with the Thurston County Auditor's Office or as required by RCW 39.34.040.

XII. Employment Relationship

Employees of each agency remain at all times under the direction and control of their original 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 may 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 remains unchanged by this Interlocal Agreement.

XIII. Notice/Contract Representative

Any notice required under this Agreement must 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: Tim Smith
Re: Interlocal Agreement with Thurston County
PO Box 1967
Olympia, WA 98507-1967
tsmith@ci.olympia.wa.us; 360.570.3915

THURSTON COUNTY
Attn: Brett Bures
Re: Interlocal Agreement with City of Olympia
2000 Lakeridge Dr SW, Bldg 1
Olympia, WA 98502
brett.bures@co.thurston.wa.us; 360.786.5471

XIV. Records

Each party shall maintain its own public records and is 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, must 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 is 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 the Superior Court of Thurston County.

XVI. Changes, Modifications, Amendments and Waivers

This Agreement may be changed, modified, amended, or waived only by written agreement executed by the parties hereto. Waiver or breach of any provision or condition of the Agreement may not be considered a waiver of any prior or subsequent breach.

XVII. Signatures

The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to all its provisions and conditions.

XVIII. Severability

If any provision of this Agreement or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions, conditions or applications of this Agreement which can be given effect without the invalid provision, condition, or application. To this end the provisions and conditions of this Agreement are declared severable.

XIV. Effective Date

This Agreement takes effect as of the date of filing or posting as required by RCW 39.34.040 and section XI, above.

CITY OF OLYMPIA

THURSTON COUNTY

Steven J. Burney, City Manager

(Name, Title)

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Michael M. Young
Deputy City Attorney

Deputy Prosecuting Attorney