

**INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF OLYMPIA AND THURSTON COUNTY  
FOR  
RIGHT-OF-WAY ACQUISITION SERVICES  
YELM HIGHWAY PHASE V PROJECT**

**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 (CITY) and Thurston County (COUNTY) agree as follows:

**I. Purpose/Objective/Authorization**

The purpose of this Agreement is to provide authority for the COUNTY to acquire, on behalf of the CITY, certain properties within the city limits necessary to complete the Yelm Highway Phase V Project for which the CITY and COUNTY are jointly engaged. Although the majority of the project lies within the COUNTY limits, approximately 900 feet lies within the CITY's limits. Subject to the terms and conditions outlined in this Agreement and in accordance with Exhibit A attached hereto and incorporated by reference, it is the intent of this Agreement to provide for the following:

- Authority for the COUNTY to acquire certain properties for and on behalf of the CITY;
- Authority for the CITY to pay for acquisition services as well as the purchase price of properties acquired by the COUNTY on behalf of the CITY;
- Authority for the City Manager to execute any documents necessary to complete the transfer of such property to the CITY.

## II. Scope of Agreement/Responsibilities

### A. Responsibilities of the CITY shall be as follows:

1. Coordination. The CITY shall provide timely coordination with the COUNTY and coordinate with the COUNTY's acquisition agent in all aspects of property acquisition that require CITY approval;
2. Payment for Services. The CITY will pay the COUNTY the actual costs to acquire the necessary properties as set forth in Exhibit "A" and the map attached hereto as Exhibit "B."
3. Condemnation Proceedings. The CITY will be responsible for any condemnation proceedings and payment of, including but not limited to, all costs, expenses, and judgments, should it become necessary to acquire any of the properties covered under this Agreement through condemnation.

### B. Responsibilities of the COUNTY shall be as follows:

The COUNTY is authorized to acquire on behalf of the CITY the properties covered under this Agreement and is specifically responsible for:

1. Appraisal Services: The COUNTY is responsible for all real estate valuation work necessary for the Project, including, if necessary, a Project Funding Estimate, Project Sales Data Package, Administrative Offer Summaries, and/or Appraisal or Appraisal Reviews all in accordance with Thurston County Right of Way Procedures;
2. Acquisition Services: The COUNTY is responsible for all negotiation with property owners including preparation of offer letters, correspondence, site visits, diaries, legal documents, vouchers, clearance of title encumbrances as directed by the CITY. The COUNTY will work closely with the CITY to communicate offers, counteroffers and the like, and will immediately notify the CITY if condemnation appears necessary;
3. Monthly written reports: The COUNTY will provide monthly written reports on acquisition status and detailed monthly billings that include an accounting of services provided, personnel who provided the services and a breakdown of costs for which payment is requested.

4. Notice regarding Condemnation. The COUNTY will provide the CITY as much notice as possible when condemnation of a property covered under this Agreement appears necessary.

**III. Payment/Budget**

The total costs for acquisition services of the COUNTY and payments to property owners together shall not exceed \$200,000, without prior approval of the CITY. Payment to the COUNTY shall be as outlined in Exhibit "A" attached hereto.

**IV. Method of Payment**

A. The COUNTY will invoice the CITY monthly.

B. Upon completion of the work set forth in the invoice, payment will be made by the CITY within thirty (30) days of receipt of an invoice from the COUNTY.

**V. Indemnification**

A. The COUNTY agrees to defend, indemnify and hold the CITY, 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 the COUNTY performance of the Agreement, except to the extent such injuries and damages are caused by the negligence of the CITY.

B. The CITY agrees to defend, indemnify and hold the COUNTY, 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 the CITY's performance of this Agreement, except to the extent such injuries and damages are caused by the negligence of COUNTY.

**VI. Joint Board**

This Agreement creates no Joint Board and no separate legal entity.

**VII. Duration of Agreement**

This Agreement shall be effective until December 31, 2012, unless otherwise terminated in the manner described under the termination section of this Agreement. The Agreement may be extended by mutual written agreement of the parties.

**VIII. Termination of Agreement**

A. This Agreement may be terminated upon one hundred twenty (120) days written notice to the other party using the method of notice provided for in this Agreement.

B. The City will pay all costs associated with work performed prior to termination of this Agreement.

**IX. Entire Agreement**

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

**X. 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.

**XI. 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 OF OLYMPIA  
Attn: Project Manager  
Re: Yelm Highway Phase V Project  
Agreement with Thurston County  
PO Box 1967  
Olympia, WA 98507-1967

THURSTON COUNTY  
Attn: Assistant County Engineer  
Re: Yelm Highway Phase V Project  
Agreement with the City of Olympia  
2404-A Heritage Court SW  
Olympia, WA 98502-6031

**XII. 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.

**XIII. Waiver**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party.

**XIV. Severability**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

**XV. Effective Date/Ratification**

This Agreement shall take effect on the date of the last authorizing signature affixed hereto. Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

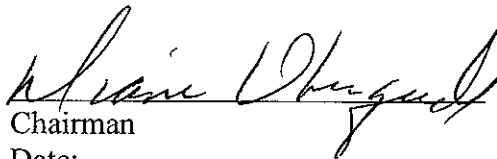
**CITY OF OLYMPIA**



Doug Mah, Mayor

Date: 12-3-08

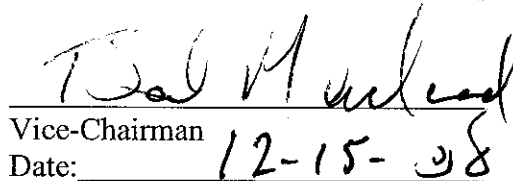
**THURSTON COUNTY**



Chairman

Date: \_\_\_\_\_

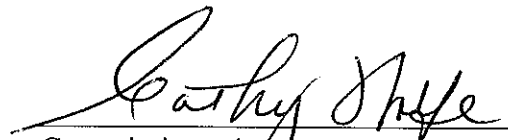
Approved as to Form:




Vice-Chairman

Date: 12-15-08


  
Assistant City Attorney

  
Commissioner  
Date: 12/18/08

Attest:

  
Clerk of the Board

Approved as to Form:  
Edward G. Holm  
Prosecuting Attorney

  
Deputy Prosecuting Attorney

**Exhibit "A"**  
**Estimated Costs & Reimbursement**

Project Title: Yelm Highway Phase V Project

This Exhibit "A" is made pursuant to Paragraph IV of the Interlocal Agreement between the City of Olympia (CITY) and Thurston County (COUNTY).

The current estimate of costs for property acquisition and services is \$187,933 (See table below). The total cost will be divided proportionately with the CITY paying 60%\* of the costs and the remaining 40% being reimbursed through grants received by the COUNTY for this project. The CITY's share of the total costs for acquisition is estimated to be approximately \$112,760, after reimbursement.

*\*The timeframe of the project will affect the City's proportionate share that may be reimbursed through grants. The City's proportionate share could change over the length of the project, due in part to costs of construction. It is the intent of the CITY and the COUNTY to equitably adjust this percentage at the conclusion of the project once all costs are known.*

<b>Property Acquisition Costs (Estimated)</b>				
Parcel #	Owner	Estimated Property Cost	Estimated Closing Costs	Total
12836240302	Seibold	\$ 19,790.00	\$ 555.00	\$ 20,345
2836240800	Briggs	\$ 1,050.00	\$ 555.00	\$ 1,605
66970001600	Feliciano	\$ 14,000.00	\$ 1,155.00	\$ 15,155
66970001700	Krieger	\$ 13,300.00	\$ 1,155.00	\$ 14,455
66970000100	Orvas	\$ 8,500.00	\$ 555.00	\$ 9,055
12836310400	Slater	\$ 18,500.00	\$ 555.00	\$ 19,055
12836310300	Hong	\$ 8,500.00	\$ 555.00	\$ 9,055
12836310600 & 12836310500	Hulbert	\$ 55,750.00	\$ 555.00	\$ 56,305
<b>Total Anticipated Costs for Property Acquisition</b>		<b>\$ 139,390.00</b>	<b>\$ 5,640.00</b>	<b>\$ 145,030</b>
<b>Services</b>	<b>Rate</b>	<b>Approximate Number of Units</b>		<b>Total</b>
Appraisal Services	\$1,600.00 per acquisition	8		\$ 12,800
Acquisition Services	\$39.83 per hour	320		\$ 12,746
<b>Project Total</b>				<b>\$ 170,849</b>
10% Contingency				\$ 17,084
<b>Total Budget</b>				<b>\$ 187,933</b>
<b>City of Olympia estimated Costs</b>				<b>\$ 112,760</b>

