

**YELM-RAINIER-TENINO TRAIL SPORT-COURTS AMENITIES  
INTERLOCAL AGREEMENT  
BETWEEN THURSTON COUNTY & CITY OF RAINIER**

This Agreement is entered into in duplicate originals this 11 day of October 2022 between the CITY OF RAINIER, a municipal corporation (hereinafter "City"), and THURSTON COUNTY, a municipal corporation (hereinafter "County"), collectively referred to as "parties" and individually as "party", pursuant to RCW 39.34.080.

WHEREAS, it is to the mutual advantage of Thurston County and the City of Rainier to cooperate as described herein in order to make the most efficient use of their resources to provide services and facilities needed by the citizens residing within their respective jurisdictions; and

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform.

NOW, THEREFORE, by virtue of RCW 39.34.080 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**I.  
GENERAL**

1. It is the purpose of the Agreement to permit the parties to make the most efficient use of their resources by enabling them to cooperate by providing resources when available for activities to support the maintenance, operation, upgrades, improvements, security, safety, and accessibility of facilities, appurtenances, and improvements of the County's property and right of way of the Yelm-Rainier-Tenino Trail within the Rainier City Limits.

**II.  
DURATION**

2. This Agreement shall become effective on the date written above and shall remain in effect for five (5) years and automatically renew for additional five (5) year increments unless changed, modified, amended, or terminated sooner as provided for herein. Prior to commencement, this Agreement shall be filed or posted in accordance with RCW 39.34.040.

**III.  
SERVICES**

3. The City shall provide all planning, design, construction, contract administration, project coordination, and all other work and resources necessary to construct improvements within the County's Yelm-Rainier-Tenino trail corridor right of way that will provide sport-courts amenities. This will include the construction of two pickleball courts, one tennis court, a concrete walkway, picnic table pads adjacent to the new sports courts, and the associated storm drainage, lighting, fencing, and other appurtenances. The City shall have the discretion to choose the materials and design of the project, provided the improvements do not affect the safety or accessibility of the County's Yelm-Rainier-Tenino trail, parking area, or existing roadways and driveways. The City is responsible for the safety of such improvements, including all phases of construction. The City

shall provide all inspection, operation, maintenance, and upgrades to the sport-courts amenities necessary to ensure the safety, function, accessibility, and purpose, all costs attributable solely to the City, except as provided in Section IV., below. The City shall be solely responsible for ensuring the sport-courts amenities as part of this agreement meet all existing and future codes and ordinances.

#### **IV. PAYMENT**

4. The parties to this Agreement agree that the County shall contribute a one-time payment to the City for the services identified above. It is agreed that any such payment will not constitute agreement as to the appropriateness of any item.
  - 4.1 The amount payable for work to be performed under this Agreement is a one-time amount of two-hundred fifty thousand dollars (\$250,000) unless otherwise amended in accordance with section XIV, Changes, Modifications, and Amendments. Upon completion of the bid documents for services identified above, as determined by the City and to the satisfaction of the County, and upon the County's receipt of Notification of Construction ready documents from the City, the County shall make payment for said services to the City for the full amount identified in this document. All costs incurred by the City shall be considered a match to the County's contribution to the Project.
  - 4.2 In the event this project does not go to bid or is otherwise not constructed, the County shall receive a monetary refund. To determine the refund amount, the qualifying proportionate share of moneys expended shall be deducted from the original sum.

#### **V. RECORDS RETENTION AND AUDIT**

5. During the progress of the work and for a period not less than ten (10) years from the final date of payment, the records and accounts pertaining to the work and accounting, therefore, are to be kept available for inspection and audit by either party and/or the Federal Government and copies of all records, accounts, documents, or other data pertaining to the work will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the 10-year retention period. Each party will promptly notify the other of any such litigation hold on records.

#### **VI. RIGHT OF ENTRY**

6. The parties to this Agreement hereby grant and convey to each other the right of entry upon all land in which the parties have interest, within or adjacent to the right of way of the Yelm-Rainier-Tenino Trail, road, or street for the purpose of accomplishing all work or services that are part of this Agreement.

#### **VII. RELATIONSHIP OF THE PARTIES**



7. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party. This Agreement is for the benefit of the parties, and no third-party beneficiary relationship is intended. No separate legal entity is created by this Agreement. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

## **VIII. HOLD HARMLESS AND INDEMNIFICATION**

8. County shall hold harmless, indemnify and defend the City, its officers, officials, employees and agents, for third party claims relating to bodily injury or death, including costs and attorney's fees in defense thereof, caused by or arising out of the County's sole negligence in the performance of this Agreement.

Each Party agrees to be responsible for the claims management, resolution, and payment of claims arising out of their own work resulting in real or personal property damage or destruction. "Claim" means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable to bodily injury, death, or damage or destruction of real or personal property, including loss of use, resulting therefrom.

The City shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, for third party claims relating to bodily injury, or death including costs and attorney's fees in defense thereof, caused by or arising out of the City's negligence in performance of this Agreement.

In any and all claims against either party, its officers, officials, employees and agents by any employee of either party, 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 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for 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 parties expressly waive any immunity the parties might have had under Title 51 RCW. By executing the Contract, the parties acknowledge that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the parties make with any subcontractor or agent performing work hereunder.

The provisions of this Hold Harmless and Indemnification section shall survive the expiration or termination of this Agreement and completion of the request for services.

## **IX. INSURANCE**

9. Both parties shall maintain General Liability & Professional Legal Liability coverage or equivalent for bodily injury, personal injury, and property damage, subject to limits of not less than \$2,000,000 per loss. The general aggregate limit shall apply separately to this Agreement and be no less than \$3,000,000. Participation in a governmental self-insured risk pool shall fulfill

the above-stated coverage requirements. An Evidence of Coverage acknowledgement letter from the jurisdictions' risk pools will be provided to each party upon request.

Both parties shall maintain workers' compensation insurance as required by Title 51 RCW and shall provide evidence of Coverage to each party's Risk Manager or Risk Management Division upon request.

Both parties shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced with written notice mailed to the other party.

#### **X. TERMINATION**

10. Either party may terminate this Agreement upon ninety (90) calendar days prior written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

#### **XI. LEGAL RELATIONS**

11. No liability shall attach to the parties by reason of entering into this Agreement except as expressly provided herein.

#### **XII. FORCE MAJEURE**

12. Neither party will be liable to the other or deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure will include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, epidemics, civil or public disturbances, or other similar occurrences. If any party is unable to perform under this Agreement due to a force majeure event, upon giving notice and reasonably full particulars to the other party, such obligation or condition will be suspended only for the time and to the extent commercially practicable to restore normal operations.

#### **XIII. ADMINISTRATION**

13. The following individuals are designated as representatives of the City of Rainier. The City of Rainier shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. Wherever written notice is required under this Agreement, such notice shall be provided to the representatives designated below. In the event such representatives are changed, the party making the change shall notify the other party.

The County's representative shall be the Public Works Director (9605 Tilley Rd SW, Olympia WA 98512, 360-867-2300).



The City's representative shall be the City Engineer concerning construction (Jon Hinton, 2102 Carriage Drive SW, Building I, Suite 102 Olympia, Washington 98502-1040, (360) 292-7481 ext 1502) and following construction the Public Works Superintendent (102 Rochester Street West, P.O. Box 258, Rainier, WA 98576, (360) 446-2636)

**XIV.  
CHANGES, MODIFICATIONS, AND AMENDMENTS**

14. This Agreement may be changed, modified, amended, or waived only by written agreement executed by each party's authorized governing authority as provided in chapter 39.34 RCW.

**XV.  
ATTORNEY'S FEES**

15. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorney's fees, costs and expenses.

**XVI.  
DISPUTE RESOLUTION**

16. The Parties mutually agree to use a formal dispute resolution process such as mediation, through an agreed upon mediator and process, if agreement cannot be reached regarding interpretation or implementation of any provision of this Agreement. All costs for mediation services would be divided equally between the Parties. Each jurisdiction would be responsible for the costs of its own legal representation.

**XVII.  
AUTHORITY**

17. Each individual executing this Agreement on behalf of the City and the County represents and warrants that such individuals are duly authorized to execute and deliver the Agreement on behalf of the City or the County.

**XVIII.  
GOVERNING LAW AND VENUE**

18. 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 the laws of the State of Washington both as to its interpretation and performance. Any action at 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.

**XIX.  
WAIVER**

19. 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 and attached to the original Agreement.

**XX.  
SEVERABILITY**

20. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Board of County Commissioners  
Thurston County, Washington

City of Rainier


  
Chair

  
Mayor

  
Vice Chair

  
Commissioner

ATTEST:

  
Clerk of the Board

ATTEST:


  
City Clerk

Approved as to form:

Approved as to form:

JON TUNHEIM  
PROSECUTING ATTORNEY

WILLIAM L. CAMERON  
CITY ATTORNEY

By:   
Deputy Prosecuting Attorney

By:   
City Attorney



CITY OF RAINIER, WASHINGTON

RESOLUTION NO. 548

A resolution of the City Council of the City Rainier, Washington Amending the Capital Improvement Section of the City's Comprehensive Plan

WHEREAS, The City of Rainier adopted a comprehensive plan in 2016 that included elements for the improvement of park facilities in the City and

WHEREAS, the City has an opportunity in conjunction with Thurston County to make significant improvement to Wilkowski Park and the Yelm-Rainier-Tenino Trail that is consistent with the City's planning goals and could not have been anticipated at the time the original plan was approved, and

WHEREAS, the Planning Commission approved the changes to the plan at its regular meeting of July 20, 2021;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RAINIER, WASHINGTON RESOLVE that Table PK-2: Capital Improvement Program of the City's Comprehensive Plan be amended to include the improvements contemplated by the Interlocal Agreement between the City and County for improvements to the Wilkowski Park and the Yelm-Rainier-Tenino Trail as follows:

**E. CAPITAL IMPROVEMENT PROGRAM**

The Capital Improvement Program to implement the Rainier Parks Plan is presented in Table PK - 2.

| Table PK-2: Capital Improvement Program                             |                  |                  |                              |
|---|------------------|------------------|------------------------------|
| COMMUNITY PARK  |                  |                  |                              |
| Dakota Street   | Cost             | Timeframe        | Source of Funding            |
| <i>North</i>  |                  |                  |                              |
| Bandstand   | \$35,000         | 2016-2026        | CDBG/RCO Grants and/or Bonds |
| Spray Pad   | \$240,000        | 2016-2026        | CDBG/RCO Grants and/or Bonds |
| Walkway (North Portion Only)  | \$10,000         | 2016-2026        | CDBG/RCO Grants and/or Bonds |
| Sidewalk (With Tree Wells)  | \$25,000         | 2016-2026        | CDBG/RCO Grants and/or Bonds |
| Parking   | \$30,000         | 2016-2026        | CDBG/RCO Grants and/or Bonds |
| Electrical Enhancements   | \$10,000         | 2016-2026        | CDBG/RCO Grants and/or Bonds |
| Landscaping   | \$8,000          | 2016-2026        | CDBG/RCO Grants and/or Bonds |
| <b>Total with Tax, Architecture and Engineering and Contingency</b> | <b>\$504,448</b> |                  |                              |
| <i>South</i>  | <b>Cost</b>      | <b>Timeframe</b> | <b>Source of Funding</b>     |

Comprehensive Plan Amendment  
Yelm-Rainier-Tenino Trail and Sports  
Court Amenities

|   |                                      |                  |  |
|---|--------------------------------------|------------------|--|
| Skate Park  | \$110,000                            | 2016-2026        | CDBG/RCO Grants and/or Bonds   |
| Basketball Court  | \$20,000                             | 2016-2026        | CDBG/RCO Grants and/or Bonds   |
| Landscaping   | \$4,000                              | 2016-2026        | CDBG/RCO Grants and/or Bonds   |
| <b>Total with Tax, Architecture and Engineering and Contingency</b> | <b>\$188,816</b>                     |                  |  |
| <b>COMMUNITY PARK</b>   |                                      |                  |  |
| <b>Wilkowski Park</b>   | <b>Cost</b>                          | <b>Timeframe</b> | <b>Source of Funding</b>   |
| Installation of Curbing and Safety Materials                        | \$22,500                             | 2016-2021        | Impact/Mitigation Fees, Grants, or Bonds   |
| Removal of Existing Walkway in Wilkowski Park                       | \$9,000                              | 2016-2021        | Impact/Mitigation Fees, Grants, or Bonds   |
| New Walkway   | \$15,000                             | 2016-2021        | Impact/Mitigation Fees, Grants, or Bonds   |
| Landscaping   | \$8,000                              | 2016-2021        | Impact/Mitigation Fees, Grants, or Bonds   |
| <b>Total with Tax, Architecture and Engineering and Contingency</b> | <b>\$105,429</b>                     |                  |  |
| <b>CONNECTIONS TO THE COMMUNITY PARK</b>                            |                                      |                  |  |
|   | <b>Cost</b>                          | <b>Timeframe</b> | <b>Source of Funding</b>   |
| Tipsoo Loop/Industrial Connection                                   | \$15,000                             | 2017             | Collaboration with Thurston County, CDBG/RCO Grants and/or Bonds                                   |
| Myers Street/Idaho Street Connection                                | As Part of Development               | With Development | Condition of New Development   |
| Enhanced Michigan Street Connection                                 | \$25,000                             | 2018             | Transportation Improvement Board/Transportation Alternatives Program                               |
| Enhanced Dakota Street Connection                                   | As Specified by Main St. 507 Project | 2017             | Transportation Improvement Board/Transportation Alternatives Program, CDBG/RCO Grants and/or Bonds |
| <b>NEIGHBORHOOD PARKS</b>   |                                      |                  |  |
| <b>Gehrke Park</b>  | <b>Cost</b>                          | <b>Timeframe</b> | <b>Source of Funding</b>   |
| Playground  | \$60,000                             | With Development | Impact/Mitigation Fees, Grants, or Bonds   |
| Safety Enhancements   | \$22,500                             | With Development | Impact/Mitigation Fees, Grants, or Bonds   |
| <b>Raintree Park</b>  | <b>Cost</b>                          | <b>Timeframe</b> | <b>Source of Funding</b>   |
| Swings  | \$20,000                             | With Development | Impact/Mitigation Fees, Grants, or Bonds   |
| Safety Enhancements   | \$10,000                             | With Development | Impact/Mitigation Fees, Grants, or Bonds   |



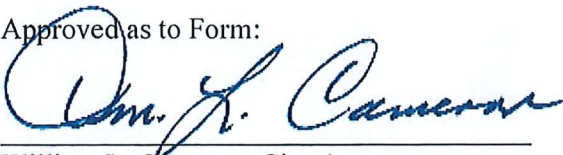
| COMMUNITY PARK                                      |         |                  |                      |
|---|---------|------------------|----------------------|
| Pleasant View Trail                                 | Cost    | Timeframe        | Source of Funding    |
| Construct Trail                                     | Unknown | With Development | Subdivision Exaction |
| Amenities Along Trail                               | Unknown | With Development | Subdivision Exaction |
| South Rainier Park                                  | Cost    | Timeframe        | Source of Funding    |
| Set Aside and Construct Park                        | Unknown | With Development | Subdivision Exaction |
| Other Neighborhood Parks                            | Cost    | Timeframe        | Source of Funding    |
| Set Aside and Construct Park                        | Unknown | With Development | Subdivision Exaction |
| COMMUNITY PARK                                      |         |                  |                      |
| YELM-RAINIER-TENINO TRAIL<br>SPORT-COURTS AMENITIES | Cost    | Timeframe        | Source of Funding    |

|  |           |           |   |
|--|-----------|-----------|---|
| Two pickleball courts, one tennis court, a concrete walkway, and picnic table pads adjacent to the new sports courts | \$250,000 | 2023-2024 | Interlocal Agreement with Thurston County |
|--|-----------|-----------|---|

PASSED this 13<sup>th</sup> day of September 2022

Attest:   
Tami Justice, Clerk-Treasurer

  
Robert Shaw, Mayor

Approved as to Form:  
  
William L. Cameron, City Attorney