

## **Interlocal Agreement**

### **Between Thurston County, the City of Lacey, City of Olympia, Intercity Transit, and Thurston Regional Planning Council**

#### **For the Martin Way Corridor Study**

THIS AGREEMENT is entered into as of the date of the last signature affixed hereto below between: the City of Lacey, a Washington municipal corporation, (hereinafter "LACEY"); the City of Olympia, a Washington municipal corporation, (hereinafter "OLYMPIA"); Intercity Transit, a Public Transportation Benefit Area Authority, (hereinafter "IT"); Thurston County, a Washington political subdivision, (hereinafter "COUNTY"); and the Thurston Regional Planning Council, a state-designated council of governments and regional transportation planning organization, (hereinafter "TRPC"), collectively referred to as "the Parties."

**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 pursuant to forms of governmental organization that will accord best with geographic, economic, populations, 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; and

**WHEREAS**, the Parties participated in TRPC's Urban Corridors Task Force; and in 2012 LACEY (Resolution No. 989), OLYMPIA (Resolution No. M-1786), COUNTY (Resolution No. 14801), and the City of Tumwater (Resolution No. R2012-015) signed a joint resolution accepting the recommendations of the Urban Corridors Task Force as a strategy for creating compact, walkable, transit-oriented neighborhoods along the former Highway 99 Corridor (Martin Way, Capitol Way, Capitol Boulevard); and

**WHEREAS**, the COUNTY and IT were awarded \$193,250 from the Federal Surface Transportation Block Grant program for the Martin Way Corridor Study - East; and

**WHEREAS**, LACEY was awarded \$86,500 from the Federal Surface Transportation Block Grant program for the Martin Way Corridor Study - East; and

**WHEREAS**, OLYMPIA was awarded \$173,000 from the Federal Surface Transportation Block Grant program for the Martin Way Corridor Study - West; and

**WHEREAS**, the COUNTY agreed to provide \$23,410 in local matching funds for the Martin Way Corridor Study - East; and

**WHEREAS**, IT agreed to provide \$6,750 in local matching funds for the Martin Way Corridor Study - East; and

**WHEREAS**, TRPC agreed to provide \$13,500 in local matching funds for the Martin Way Corridor Study - East; and

**WHEREAS**, OLYMPIA agreed to provide \$27,000 in local matching funds for the Martin Way Corridor Study - West; and

**WHEREAS**, the Parties agreed that combining the Martin Way Corridor Study - East and the Martin Way Corridor Study - West into the Martin Way Corridor Study would make the most efficient use of resources; and

**WHEREAS**, the Parties agreed to provide in-kind staff support for the Martin Way Corridor Study and participate on the project Steering Committee; and

**WHEREAS**, the COUNTY, LACEY, OLYMPIA, and IT wish to contract with TRPC to act as the project administrator through the Certification Acceptance (CA) program to obligate and manage federal project funds, and lead and facilitate the Martin Way Corridor Study, given TRPC's mission and staff expertise;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows:

**I. Scope of Work**

Working in collaboration with the COUNTY, LACEY, OLYMPIA, and IT, TRPC shall complete the scope of work included as Exhibit A, attached hereto and incorporated herein by reference.

TRPC will act as the CA agency to obligate \$452,750 in Federal Surface Transportation Block Grant program funds through the Washington State Department of Transportation. The COUNTY will pay a share of the required match not to exceed \$23,410 to TRPC. IT will pay a share of the required match not to exceed \$6,750 to TRPC. Olympia will pay a share of the required match not to exceed \$27,000 to TRPC. TRPC will provide a share of the required match not to exceed \$13,500. The total project cost will not exceed \$523,410.

**II. Indemnification and Insurance**

Each Party agrees to defend, indemnify, and hold the other Parties, their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits including reasonable attorney's fees, arising out of or in connection with the indemnifying Party's performance of this Agreement, including injuries and damages caused by the negligence of the indemnifying Party's officers, officials, and employees.

The Parties agree to maintain liability insurance; this may be fulfilled by a party's membership and coverage in WCIA, a self-insured municipal insurance pool.

**III. No Separate Legal Entity Created**

This Agreement creates no separate legal entity. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

**IV. Relationship of the Parties**

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.

**V. Duration of Agreement**

This Agreement shall be effective on the date of the last signature affixed hereto and shall terminate upon completion of the tasks necessary to accomplish the purpose of the Agreement, unless sooner terminated by the Parties as provided herein.

**VI. Dispute Resolution**

- a. Step One – Negotiation. In the event of a dispute concerning any matter pertaining to this Agreement, the Parties involved shall attempt to adjust their differences by informal negotiation. The Party perceiving a dispute or disagreement persisting after informal attempts at resolution shall notify the other Parties in writing of the general nature of the issues. The letter shall be identified as a formal request for negotiation and it shall propose a date for representatives of the Parties to meet. The other Parties shall respond in writing within ten (10) business days. The response shall succinctly and directly set out that Party's view of the issues or state that there is no disagreement. The Parties shall accept the date to meet or shall propose an alternate meeting date not more than ten (10) business days later than the date proposed by the Party initiating dispute resolution. The representatives of the Parties shall meet in an effort to resolve the dispute. If a resolution is reached, the resolution shall be memorialized in a memorandum signed by all Parties, which shall become an addendum to this Agreement. Each Party will bear the cost of its own attorneys, consultants, and other Step One expenses. Negotiation under this provision shall not exceed 90 days. If a resolution is not reached within 90 days, the Parties shall proceed to mediation.
- b. Step Two – Mediation. If the dispute has not been resolved by negotiation within ninety (90) days of the initial letter proposing negotiation, any Party may demand mediation. The mediator shall be chosen by agreement. Each Party will bear the cost of its own attorneys, consultants, and other Step Two expenses. The parties to the mediation will share the cost of the mediator. A successful mediation shall

result in a memorandum agreement, which shall become an addendum to this Agreement. Mediation under this provision shall not exceed 90 days. If the mediation is not successful within 90 days, the Parties may proceed to litigation.

- c. Step Three – Litigation. Unless otherwise agreed by the Parties in writing, Step One and Step Two must be exhausted as a condition precedent to filing of any legal action. A Party may initiate an action without exhausting Steps One or Two if the statute of limitations is about to expire and the Parties cannot reach a tolling agreement, or if either Party determines the public health, safety, or welfare is threatened.

**VII. Amendments**

This Agreement may be amended only by written agreement executed in accordance with chapter 39.34 RCW.

**VIII. Termination of Agreement**

This Agreement may be terminated upon mutual agreement of the Parties.

**IX. 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 any provisions shall be the Superior Court of Thurston County.

**X. Entire Agreement**

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

**XI. Recording**

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the Parties' websites as provided by RCW 39.34.040.

**XII. Counterparts**

This Agreement may be executed in counterparts, and all such counterparts once so executed shall together be deemed to constitute one final agreement, as if one document had been signed by all Parties, and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding on the Parties. A faxed or email copy of an original signature shall be deemed to have the same force and effect as the original signature.

**XIII. Notice**

Any notice required under this Agreement shall be to the party at the address listed below and it shall become effective three days following the date of deposit with the United States Postal Service.

**THURSTON COUNTY**

Attn: Jennifer Walker, Public Works Director  
Re: Martin Way Corridor Study  
9605 Tilley Rd SW  
Olympia, WA 98512

**CITY OF OLYMPIA**

Attn: Rich Hoey, Public Works Director  
Re: Martin Way Corridor Study  
P.O. Box 1967  
Olympia, WA 98507-1967

**CITY OF LACEY**

Attn: Rick Walk, Director of Community and Economic Development  
Re: Martin Way Corridor Study  
420 College Street SE  
Lacey, WA 98503

**INTERCITY TRANSIT**

Attn: Ann Freeman-Manzanares, General Manager  
Re: Martin Way Corridor Study  
P.O. Box 659  
Olympia, WA 98507-0659

**THURSTON REGIONAL PLANNING COUNCIL**

Attn: R. Veena Tabbutt, Deputy Director  
Re: Martin Way Corridor Study  
2424 Heritage Court SW, Suite A  
Olympia, WA 98502

**XIV. Waiver**

A failure by a 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.

**XV. 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.

XVI. **Records Retention and Audit**

During the progress of the work and for a period not less than six (6) years from the completion of the tasks set forth herein, the records and accounts pertaining to the work and accounting therefore are to be kept available for inspection by any Party and the Federal and State 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 6-year retention period.

[Signatures are affixed to next page.]

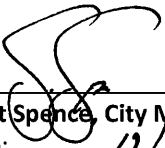
This Agreement is hereby entered between the Parties and it shall take effect on the date of the last authorizing signature affixed hereto:

**GOVERNMENT AGENCY EXECUTIVE**

**APPROVED AS TO FORM**

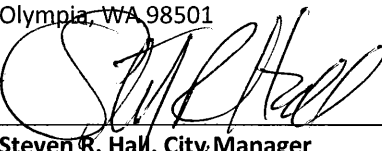
**CITY OF LACEY**

420 College Street SE  
Lacey, WA 98503

  
\_\_\_\_\_  
Scott Spence, City Manager  
Date: 12/20/2018


**CITY OF OLYMPIA**

601 4th Ave East  
Olympia, WA 98501

  
\_\_\_\_\_  
Steven R. Hall, City Manager  
Date: 1/3/2019

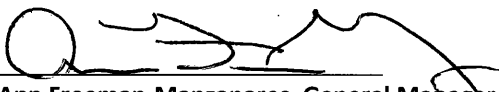
**THURSTON COUNTY**

2000 Lakeridge Drive SW  
Olympia, WA 98502

  
\_\_\_\_\_  
Chair, Board of County Commissioners  
Date: 2/21/19

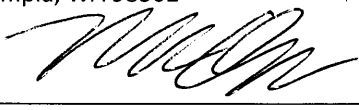
**INTERCITY TRANSIT**

526 Pattison Street SE  
Olympia, WA 98507

  
\_\_\_\_\_  
Ann Freeman-Manzanares, General Manager  
Date: 11/21/2019

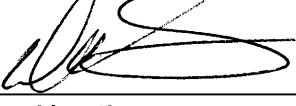
**THURSTON REGIONAL PLANNING COUNCIL**

2424 Heritage Court SW, Suite A  
Olympia, WA 98502

  
\_\_\_\_\_  
Marc Daily, Executive Director  
Date: 4-23-19

**CITY OF LACEY**

420 College Street SE  
Lacey, WA 98503

  
\_\_\_\_\_  
David Schneider, City Attorney

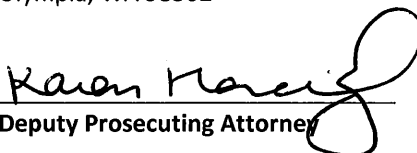
**CITY OF OLYMPIA**

601 4th Ave East  
Olympia, WA 98501

  
\_\_\_\_\_  
Mark Barber, City Attorney

**THURSTON COUNTY**

Jon Tunheim, Prosecuting Attorney  
2000 Lakeridge Drive SW  
Olympia, WA 98502

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

## Exhibit A

### SCOPE OF WORK FOR THE MARTIN WAY CORRIDOR STUDY

#### OVERVIEW

Martin Way, from Pacific Avenue in Olympia to Marvin Road in Lacey (7.5 miles), has been identified as both an urban corridor (land use designation) and strategy corridor (transportation designation) in regional and local plans. Martin Way has frequent transit service and is a prime candidate for increasing land use intensity and walking and biking activity. This former state highway serves as an alternative to I-5 and carries between 9,000 to 35,000 daily vehicles, depending on the roadway section.

The roadway links major urban centers and has been identified as a focal point for more intensive urban development. As an urban corridor, opportunity areas for more intensive development could be identified. Zoning and development regulations along the corridor as it passes through Olympia, Lacey, and Thurston County should be updated to better align with the urban form envisioned for the future of this corridor.

As a strategy corridor, the roadway experiences safety and mobility challenges for all modes of travel. The corridor has been designated as a Smart Corridor, and investments are underway in traffic signal optimization and transit signal prioritization. In addition, Intercity Transit is hoping to begin express service, or bus rapid transit light service, along the route.

The main issues that will be addressed in the study include:

#### *Bicycle and pedestrian facilities*

This major arterial has gaps in safe and comfortable bicycle and pedestrian facilities, including facilities to cross the street between major intersections. This study will build on the City of Lacey's Bicycle and Pedestrian Plan (City of Lacey and unincorporated UGA) and the 2013 Martin Way District Study and Transportation Master Plan (City of Olympia) to identify improvements for people who bicycle and walk through the corridor.

#### *Safety*

This study will take a systemic (system-wide) approach to addressing safety issues along this major arterial. Issues relating to speed, lighting, transit, transitions between modes (pedestrian to transit) bicycle and pedestrian facilities, and intersections will be examined.

#### *Transit*

This corridor is a primary transit corridor for Intercity Transit, with frequent (15 minute) service through much of the corridor, and two transit centers (downtown Olympia and Lacey's Woodland District) and a Park and Ride (Martin Way P&R) anchoring the transit route. Intercity Transit has recently applied for State funding to increase transit service along the corridor to a Bus Rapid Transit "light" route, running from Capital Mall on Olympia's west side to the park and ride at Martin Way and I-5. In addition, transit signal prioritization will be implemented along the corridor to improve transit headways during peak periods. This study will be an opportunity to review existing and consider new facilities to support high performance transit (Bus Rapid Transit "light") service in the corridor.



### Land Use

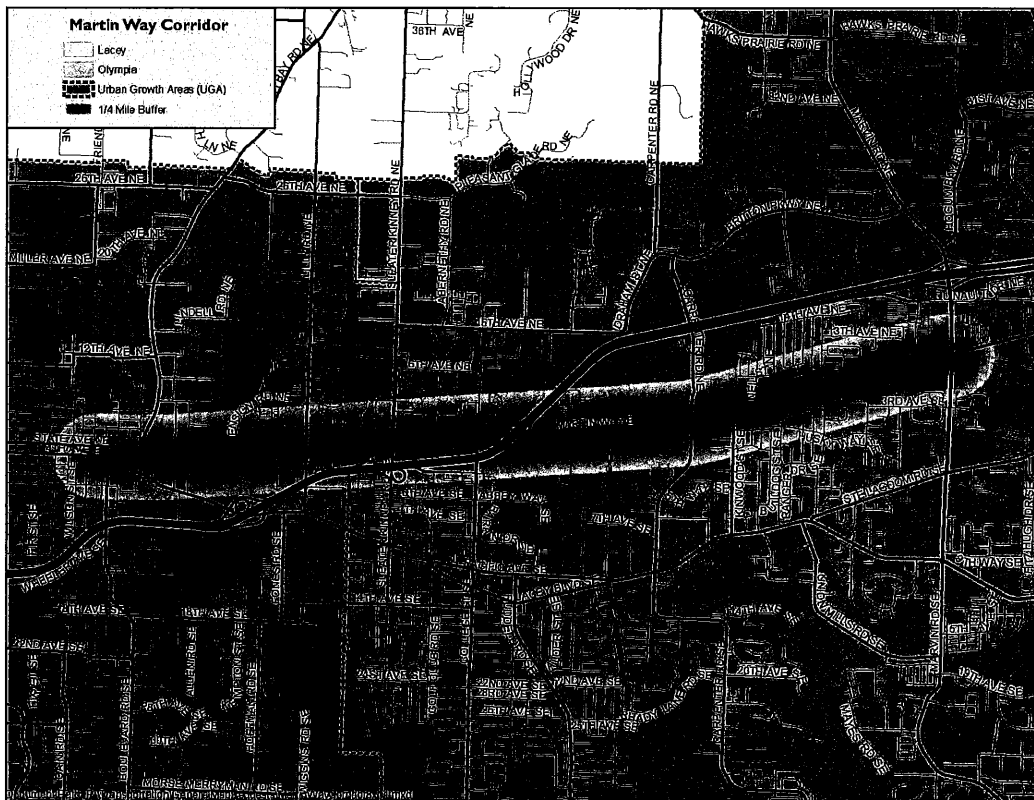
This is a primary urban corridor; however, zoning and development regulations are inconsistent between jurisdictions, and implementation does not always support the urban corridor vision. This study will conduct a land use and development regulation audit to look for areas to reconcile the urban corridor land use vision with zoning and development regulations. This will include looking at the land use immediately adjacent to the corridor, and auditing regulations such as parking requirements, density, setbacks, site and building design. The study will also include convening a current planner stakeholder group to provide input on corridor design, implementation strategies and permitting challenges and opportunities. The study will also include a market study, identification of neighborhood center opportunity areas, and a development/redevelopment feasibility study.

## Access Management

Numerous access points along the corridor decrease both safety and mobility. This study will look for ways to manage access, including consolidating driveways, restricting left turns from side streets, and possible median and intersection treatments.

### Neighborhood Connectivity

Many of the neighborhoods adjacent to the corridor are not directly connected due to previous land use patterns. This study will look at ways to increase connectivity to the corridor, including opportunities for transit, bicycle and pedestrian connections.



## **TASKS & DELIVERABLES**

### **Task 1: Project Management**

- a. Monthly invoicing
- b. Required reporting
- c. Contracting with two subrecipients
  - i. Thurston County Community Planning
  - ii. Thurston Economic Development Council
- d. Administering the Request for Qualifications/Proposals process for up to two consulting teams
- e. Contracting with up to two consulting teams
- f. Developing a final project report for Washington State Department of Transportation (WSDOT)

#### **Deliverables:**

- Monthly invoices to WSDOT
- Invoices to Thurston County, Olympia, and Intercity Transit. Note: invoices will be for a lump sum payment once a Local Agency Agreement between the WSDOT and TRPC is executed
- Final project report to WSDOT

### **Task 2: Communications and Outreach**

- a. Develop a public involvement plan
- b. Create and update project website
- c. Convene monthly Steering Committee meetings. Steering Committee members will consist of up to two representatives from each of the following: Thurston County, City of Olympia, City of Lacey, and Intercity Transit.
- d. Convene current/long range planner meetings. Convene up to three meetings of jurisdictional current and long-range planners to focus on striving for consistency in land use/development standards implementation issues. Meeting invitees will include land use, stormwater, parks, and transportation planners.
- e. Establish Stakeholder Committee and convene meetings
  - Convene a stakeholder group of approximately 12-15 members. Hold up to six stakeholder committee meetings.
- f. Conduct residential corridor survey.
- g. Conduct business outreach. The survey will include corridor-specific questions. The survey will be conducted through a contract with the Thurston Economic Development Council. May also involve city/county participation.
- h. Hold public meetings – four total – two Olympia and two Lacey/UGA

#### **Deliverables:**

- Public Involvement Plan

- Project website developed and maintained
- Up to 15 Steering Committee meetings (agendas)
- Up to three current and long-range planner interjurisdictional meetings (agendas)
- Up to six stakeholder meetings (agendas)
- Corridor survey summary
- Business Outreach summary
- Up to four public meetings (agendas)

**Task 3: Establish Needs and Goals**

- a. Develop a common vision, needs, and goal statement
- b. Identify performance measures

**Deliverables:**

- Vision, needs, and goal statement
- Identification of performance measures

**Task 4: Current Conditions Report**

- a. Develop a current conditions report documenting the following:
  - i. Land Use trends (10-year history of development)
  - ii. Parking/development standards/zoning audit to look for areas to work on consistency
  - iii. Bicycle and pedestrian facilities and gaps
  - iv. Safety issues
  - v. Transit headways and facilities
  - vi. Existing land use – buildable lands inventory
  - vii. Driveways/ driveway spacing
  - viii. Intersections and intersection spacing
  - ix. Public issues and perceptions based on stakeholder input, residential survey and business outreach
- b. <sup>1</sup>Conduct a Market Study – The market study will document demand for both residential and commercial activity along the corridor.
- c. <sup>1</sup>Conduct a Feasibility Analysis – The feasibility analysis will include a proforma based evaluation of development potential at representative sites along the corridor, including four to six conceptual visualizations (including street frontage).
- d. <sup>1</sup>Conduct a multimodal safety assessment (This will involve identifying systemic and location-specific safety issues along the corridor).
- e. <sup>1</sup>Conduct a vehicle mobility assessment (This will involve identifying any potential vehicle mobility issues, including intersection delay, and will likely involve a high-level corridor/signal operational analysis.)

**Deliverables:**

- Current Conditions Report

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<sup>1</sup> Contracts with consultants selected through competitive processes.

- Market Study
- Feasibility Analysis
- Multimodal Safety Assessment
- Vehicle mobility assessment.

**Task 5: Opportunities and Alternatives Analysis**

- a. Develop an Opportunities and Alternatives Analysis report which will include:
  - i. Evaluation of existing land use and properties to redevelop and/or transition to corridor vision.
  - ii. Land use and development standards alternatives that will facilitate corridor transition and consistency along corridor. City and County planners take the lead. City planners provide their services as in-kind support. Contract with Thurston County for County long-range planning support.
  - iii. <sup>2</sup>High capacity transportation needs (i.e. bus rapid transit) (IT takes the lead as in-kind project support)
  - iv. Access management options (driveways, medians, intersections)
  - v. A range of bicycle and pedestrian improvements
  - vi. Opportunities to increase street and pathway connectivity
  - vii. Opportunity areas for neighborhood hubs and other urban design and zoning opportunities
  - viii. Other opportunities to improve safety and mobility, and achieve the land use vision, as a result of community outreach and technical analysis
- b. Develop a Preferred Alternative

**Deliverables:**

- Opportunities and Alternatives Analysis Report
- Preferred Alternative

**Task 6: Implementation and Action Plan**

- a. Updated drafts of land use and development standards
- b. Develop an Implementation and Action Plan which identifies near-, medium-, and longer-term investments: including the following:
  - i. Updated drafts of land use and development standards
  - ii. Identification of specific bicycle and pedestrian improvements
  - iii. Identification of opportunities to increase transportation connectivity
  - iv. Development of an access management strategy
  - v. Identification of other implementation actions
- c. Develop outreach/education materials, including fact sheets and training, to facilitate implementation of the identified actions.

**Deliverables:**

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<sup>2</sup> Intercity Transit staff take the lead as in-kind support.

- Implementation and Action Plan

#### **TIMELINE & BUDGET**

The project is anticipated to begin in mid-2019, after obligation of the federal funds. It is anticipated to be a two- to three-year process.

## Cost Summary by Task

Task:	Task 1 Project Management	Task 2 Communications & Outreach	Task 3 Establish Needs & Goals	Task 4 Current Conditions Report	Task 5 Opportunities & Alternatives Analysis	Task 6 Implementation & Action Plan	Task 7 Contingency	Total
<b>Salary and Wages</b>								
Director / Deputy Director	\$8,341	\$0	\$0	\$0	\$0	\$0	\$0	\$8,341
Division Director	\$3,914	\$7,827	\$783	\$3,914	\$3,914	\$3,914	\$0	\$24,265
Senior Planner	\$11,803	\$11,803	\$2,361	\$11,803	\$8,853	\$8,853	\$0	\$55,476
Associate Planner	\$0	\$10,792	\$1,619	\$10,792	\$8,094	\$8,094	\$0	\$39,389
Planning Technician	\$0	\$3,937	\$0	\$3,937	\$0	\$0	\$0	\$7,874
Transportation Modelers	\$0	\$0	\$0	\$0	\$6,324	\$0	\$0	\$6,324
GIS and IT	\$0	\$9,244	\$0	\$12,705	\$6,353	\$1,561	\$0	\$29,863
Communications & Outreach	\$0	\$16,659	\$0	\$4,165	\$2,776	\$2,776	\$0	\$26,376
Administrative	\$0	\$7,590	\$0	\$0	\$1,041	\$1,736	\$0	\$10,367
Intern	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Salary and Wages</b>	<b>\$24,058</b>	<b>\$67,852</b>	<b>\$4,762</b>	<b>\$47,316</b>	<b>\$37,354</b>	<b>\$26,933</b>	<b>\$0</b>	<b>\$208,275</b>
<b>Overhead at: 50%</b>								
	<b>\$12,029</b>	<b>\$33,926</b>	<b>\$2,381</b>	<b>\$23,658</b>	<b>\$18,677</b>	<b>\$13,467</b>	<b>\$0</b>	<b>\$104,138</b>
<b>Direct Costs</b>								
Advertising (legal)	\$2,997	\$0	\$0	\$0	\$0	\$0	\$0	\$2,997
Equipment Rental	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facilities Rental	\$0	\$3,000	\$0	\$0	\$0	\$0	\$0	\$3,000
Printing & Postage	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$20,000
Professional Services								
Thurston County	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$25,000
Economic Development Council	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0	\$20,000
Economic Consultant	\$0	\$0	\$0	\$40,000	\$0	\$0	\$0	\$40,000
Safety/Mobility Consultant	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$50,000
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
Recording Secretary	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Direct Costs</b>	<b>\$2,997</b>	<b>\$23,000</b>	<b>\$0</b>	<b>\$110,000</b>	<b>\$25,000</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$210,997</b>
<b>Total Project Budget</b>								
	<b>\$39,083</b>	<b>\$124,778</b>	<b>\$7,143</b>	<b>\$180,974</b>	<b>\$81,032</b>	<b>\$40,400</b>	<b>\$50,000</b>	<b>\$523,410</b>