

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA, THE CITY OF LACEY, AND THURSTON COUNTY
FOR
MAINTENANCE OF THE BICYCLE ROUNDABOUT AREA AT THE INTERSECTION
OF THE OLYMPIA WOODLAND TRAIL, LACEY WOODLAND TRAIL AND
CHEHALIS-WESTERN TRAIL (“HUB JUNCTION”)**

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 (OLYMPIA) the City of Lacey (LACEY) and THURSTON COUNTY agree as follows:

I. Purpose/Objective

The purpose of this Agreement is to allow all three jurisdictions to cooperatively maintain and manage the Hub Junction in a coordinated and efficient manner.

II. Definitions

In this Agreement, the following words shall have the meanings set forth below:

“Hub Junction” – The bicycle roundabout area at the intersection of the Olympia Karen Fraser Woodland Trail, Lacey Karen Fraser Woodland Trail and Thurston County Chehalis-Western Trail. The area includes the roundabout itself, the information kiosk, the garbage can, benches/seating area, and signage.

III. Scope of Agreement/Work

A. Responsibilities of OLYMPIA shall be as follows:

1. Every Tuesday, Thursday, and Saturday – empty trash can, pick up litter, remove minor graffiti.

2. Major maintenance as needed involving lighting, hardscaping, tractor-style bench seating, or kiosk.
3. Extensive graffiti removal that requires pressure washing
4. Ranger patrolling on OLYMPIA property.
5. Vegetation management in the NW, SW, and SE quadrants (see “Vegetation Management Responsibilities” illustration below) including restoration of denuded southeast quadrant.

B. Responsibilities of LACEY shall be as follows:

1. Every Wednesday, Friday and Sunday – empty trash can, pick up litter, remove minor graffiti.
2. Maintain signage
3. Vegetation management in the NE quadrant (see “Vegetation Management Responsibilities” illustration below)

C. Responsibilities of THURSTON COUNTY shall be as follows:

1. Every Monday - empty trash can, pick up litter, remove minor graffiti.
2. Repair or relocate memorial benches in southeast quadrant

Vegetation Management Responsibilities



IV. Payment

Each jurisdiction shall be responsible for the costs of carrying out their responsibilities; no payment shall be exchanged.

V. Indemnification

OLYMPIA, LACEY, AND THURSTON COUNTY each agree to defend, indemnify and hold the other jurisdictions, their 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 negligent acts of the other party or parties.

VI. Duration of Agreement

This Agreement shall be effective indefinitely unless otherwise terminated in the manner described under the termination section of this Agreement.

VII. Termination of Agreement

This Agreement may be terminated upon sixty (60) days written notice to the other parties in this Agreement.

VIII. Entire Agreement

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

IX. 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.

X. Posting or Recording

This Agreement shall be posted upon the websites of the parties or other electronically retrievable public source or filed with the Thurston County Auditor's Office pursuant to RCW 39.34.040.

XI. Employment Relationship

Employees of each agency shall remain at all times under the direction and control of their originally employing 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 shall 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 shall remain unchanged by this Interlocal Agreement.

XII. Notice/Contract Representative

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: Parks Director

Re: Hub Junction Maintenance Agreement with Lacey and Thurston County

PO Box 1967

Olympia, WA 98507-1967

olympiaparks@ci.olympia.wa.us 360.753.8380

CITY OF LACEY

Attn: Parks Maintenance Supervisor

Re: Hub Junction Maintenance Agreement with Olympia and Thurston County

1200 College St, Lacey, WA 98503

laceyshop@ci.lacey.wa.us (360) 491-5644

THURSTON COUNTY

Attn: Parks Operations and Maintenance Manager

Re: Hub Junction Maintenance Agreement with Lacey and Thurston County

9605 Tilley Rd S. Ste. C, Olympia 98512

info@co.thurston.wa.us (360) 867-2300

XIV. Records

Each party shall maintain its own public records and shall be 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, shall 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 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.

XVI. Effective Date

This Agreement shall take effect as of the date of filing or posting as required by RCW 39.34.040 or May 21, 2021, whichever occurs later.

CITY OF OLYMPIA

Steven J. Burney
Steven J. Burney, City Manager

Date: 08/11/2021

Approved as to form:

[Signature]
Deputy City Attorney

Date: 07/28/2021

CITY OF LACEY

DocuSigned by:
Scott Spence
30853B87E48F42E...
Scott Spence, City Manager

Date: 9/7/2021

Approved as to form:

DocuSigned by:
David Schneider
E60E8B47FF464D1...
Lacey City Attorney

Date: 9/2/2021

APPROVED AS TO FORM:

JON TUNHEIM
PROSECUTING ATTORNEY

By: *Elizabeth Petrich*
Elizabeth Petrich
Chief Civil Deputy

FOR THE BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

DocuSigned by:
Jennifer D. Walker
1B5F9C02FF58477...
Jennifer D. Walker, PMP
(Authorized Representative)
9/27/2021
Date: _____

Certificate Of Completion

Envelope Id: 7B7E6B4161974C2BAD89D4FCB6AC01E8

Status: Completed

Subject: Please DocuSign: Hub Junction Interlocal Maintenance Agreement - signed by Olympia.pdf, HUB Jun...

Source Envelope:

Document Pages: 6

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Nicole Williams

AutoNav: Enabled

420 College Street SE

EnvelopeId Stamping: Enabled

Lacey, WA 98597

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Nwilliam@ci.lacey.wa.us

IP Address: 50.232.235.42

Record Tracking

Status: Original

Holder: Nicole Williams

Location: DocuSign

9/9/2021 10:42:57 AM

Nwilliam@ci.lacey.wa.us

Signer Events

Jennifer D. Walker

jennifer.walker@co.thurston.wa.us

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Jennifer D. Walker
1D5F3C82FF59477...

Timestamp

Sent: 9/24/2021 9:27:15 AM

Viewed: 9/27/2021 10:00:07 AM

Signed: 9/27/2021 10:02:22 AM

Signature Adoption: Pre-selected Style

Using IP Address: 65.141.171.162

Electronic Record and Signature Disclosure:

Accepted: 9/27/2021 10:00:07 AM

ID: 866792e4-8874-4968-a795-8cfac1707bd1

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Elizabeth Petrich

elizabeth.petrich@co.thurston.wa.us

Security Level: Email, Account Authentication (None)

COPIED

Sent: 9/9/2021 10:57:42 AM

Resent: 9/24/2021 9:27:11 AM

Electronic Record and Signature Disclosure:

Accepted: 8/13/2021 10:44:53 AM

ID: 6ab7971d-e7e0-41f3-8659-2052ac0b34e7

Tye Menser

tye.menser@co.thurston.wa.us

Security Level: Email, Account Authentication (None)

COPIED

Sent: 9/24/2021 9:27:12 AM

Viewed: 9/24/2021 9:27:45 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

David Schneider

dave@laceylawgroup.com

Security Level: Email, Account Authentication (None)

COPIED

Sent: 9/24/2021 9:27:12 AM

Viewed: 9/24/2021 9:47:38 AM

Electronic Record and Signature Disclosure:

Carbon Copy Events

Accepted: 9/24/2021 8:38:12 AM
 ID: 9c4cb4b2-a651-48ba-928a-65a9ffa46c47

Jonathon Turlove
 jturlove@ci.olympia.wa.us
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Status

COPIED

Timestamp

Sent: 9/24/2021 9:27:13 AM
 Viewed: 9/27/2021 7:15:44 AM

Nicole Williams
 nwilliam@ci.lacey.wa.us
 Executive Assistant
 City of Lacey

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

Sent: 9/24/2021 9:27:14 AM
 Viewed: 9/24/2021 9:28:30 AM

Ed Marson
 ed.marson@co.thurston.wa.us
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

Sent: 9/24/2021 9:27:15 AM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent
 Certified Delivered
 Signing Complete
 Completed

Hashed/Encrypted
 Security Checked
 Security Checked
 Security Checked

9/9/2021 10:57:42 AM
 9/27/2021 10:00:07 AM
 9/27/2021 10:02:22 AM
 9/27/2021 10:02:22 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Lacey (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Lacey:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: 360-486-8704

To contact us by email send messages to: pedmonds@ci.lacey.wa.us

To advise City of Lacey of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at pedmonds@ci.lacey.wa.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Lacey

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to pedmonds@ci.lacey.wa.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Lacey

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to pedmonds@ci.lacey.wa.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Lacey as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Lacey during the course of your relationship with City of Lacey.