

4H

When recorded return to:
City of Olympia
PO Box 1967
Olympia, WA 98507-1967

INTERLOCAL AGREEMENT 15549
BETWEEN
THE CITY OF OLYMPIA AND CITY OF TUMWATER

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; and

Whereas, the South Puget Sound Community College (College) proposes a development which includes three buildings that each straddle the City of Olympia and City of Tumwater boundary; and

Whereas, separate staffing on the Olympia side and the Tumwater side could potentially lead to conflicting deadlines and other administrative hurdles that could be averted if there was a single city staff person handling the same project; and

Whereas, either jurisdiction is capable of handling the permitting issues on behalf of the other. However, the majority of the College lies in Olympia, so it would be practical for Olympia staff to also review the Tumwater portion of the proposal;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Olympia (Olympia) and City of Tumwater (Tumwater) agree as follows:

I. Purpose/Objective

The purpose of this Agreement is to make it easier for the College to obtain regulatory approval of their proposed development that is to be built in a location that straddles the Tumwater and Olympia boundary. The College asserts that the proposed configuration of the development is necessary in part because of the proximity of critical areas nearby. The development area is depicted in Exhibit A.

The cities recognize that the portion of the development in Tumwater would be subject to Tumwater's zoning regulations and the portion in Olympia would be subject to Olympia's regulations. If a Hearing Examiner or court determines that the two cities ordinances are inextricably inconsistent and thereby rendering a portion of the development impossible, then one or both cities might consider whether it is reasonably feasible to adopt an interim or permanent ordinance to make the regulations mutually compatible with each other in a way that is still consistent with their comprehensive plans.

II. Scope of Agreement

A. During the term of this agreement, the responsibilities of OLYMPIA shall be as follows:

1. The City of Olympia Department of Community Planning and Development (CP and D) shall provide staff to handle the regulatory permitting issues associated with the area depicted in Exhibit A and shall review applications related to development and construction in Tumwater on behalf of Tumwater. Olympia staff resources may include a planner, building plans reviewer, engineering plans reviewer, and inspectors. Hearings shall be consolidated to the extent possible and held before the Olympia Hearing Examiner. In consultation with Tumwater, Olympia will make the appropriate Tumwater applications available through the assigned staff liaison. Tumwater fees that are applicable to the Tumwater application may be collected at the Olympia permit center and are payable to Olympia in consideration of Olympia staff processing the Tumwater application on behalf of Tumwater.

2. Appeals. Olympia agrees to be responsible for defending, at no cost to Tumwater, any administrative, quasi-judicial or judicial appeals of permits issued by Olympia pursuant to this agreement.

3. Renewal or Extension. Any request to renew a building permit or extend a land use permit issued by Olympia shall be made between Olympia after consultation with Tumwater.

4. Code Enforcement. Olympia shall be responsible for inspections and code enforcement related to development that occurs within the development area pursuant to this agreement.

B. During the term of this agreement, the responsibilities of Tumwater shall be as follows:

1. Tumwater will assist Olympia staff where necessary so that Olympia staff apply Tumwater regulations appropriately. Due to substantially reduced burdens on Tumwater staff, Tumwater agrees that the application fees may be retained by the Olympia. If applications come to Tumwater, Tumwater will forward the applications and fees to Olympia, for processing as described in II.A. Tumwater shall appoint Olympia's hearing examiner pro tem for purposes of reviewing and deciding on the College application within the development area.

III. Joint Board

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

IV. Duration of Agreement

This Agreement shall be effective for a period of two (2) years after the signature of the last required signatory.

V. Termination of Agreement

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

VI. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by Olympia and Tumwater.

VII. 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 provided by RCW 39.34.040.

VIII. 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: Community Planning and Development Director
Re: Interlocal Agreement with Tumwater (SPSCC)
PO Box 1967
Olympia, WA 98507-1967

CITY OF TUMWATER:

Attn: Chris Carlson
Re: Interlocal Agreement with Olympia (SPSCC)
555 Israel Rd. SW
Tumwater, WA 98501

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 this agreement shall be the Superior Court of Thurston County.

X. Amendment

Amendments. No provision of this agreement may be amended or modified except by written agreement signed by the parties.

XI. Severability

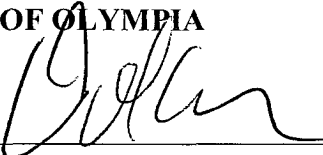
1. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.

2. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

XII. Effective Date

This Agreement shall take effect on the date of the last authorizing signature affixed hereto.

CITY OF OLYMPIA



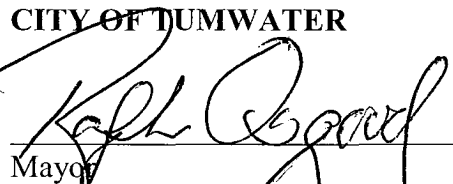
Mayor

Date: 9.23.08

Approved as to form:

Darren Nienaber
Deputy City Attorney

CITY OF TUMWATER



Mayor

Date: 9/30/08

Approved as to form:

Heaven K. Patrick
City Attorney

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