

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF OLYMPIA AND THE OLYMPIA SCHOOL DISTRICT FOR
SCHOOL SPEED LIMIT ZONE FLASHING BEACON IMPROVEMENTS**

This Interlocal Agreement is entered into by and between the City of Olympia (“City”), and the Olympia School District (“OSD”), herein referred to collectively as the “Parties.”

WHEREAS, pursuant to RCW 39.34.010, governmental entities, including school districts, are authorized to make the most efficient use of their powers by cooperating with each other on a basis of mutual advantage for the provision of 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, the City of Olympia Comprehensive Plan calls to “raise driver awareness of pedestrians at crosswalks on wide, high volume streets using blinking lights, flags, signs, markings and other techniques”; and

WHEREAS, OSD seeks to provide a safe and pedestrian friendly campus for its students, faculty and visitors; and

WHEREAS, the Parties hereto wish to assist each other in improving pedestrian safety on North Street at the crosswalks at Pifer Road and the west driveway to Olympia High School; and on Carlyon Avenue at the crosswalk at Lybarger Avenue which are immediately adjacent to Pioneer Elementary School and Olympia High School; and

WHEREAS, the City of Olympia has identified the need for school speed limit zone safety improvements on North Street at the crosswalks at Pifer Road and the west driveway to Olympia High School; and on Carlyon Avenue at the crosswalk at Lybarger Avenue;

WHEREAS, the OSD received a Transportation Alternatives Program (TAP) Grant to install School Speed Limit Zone Flashing Beacons on North Street at the crosswalks at Pifer Road and the west driveway to Olympia High School; and on Carlyon Avenue at the crosswalk at Lybarger Avenue;

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

I. Scope of Agreement/Work

The Parties agree to work together to complete installation of school speed limit zone flashing beacons on North Street and on Carlyon Avenue. The improvements include the installation of school speed limit zone flashing beacons at the approximate locations on the attached vicinity map (Exhibit 1).

II. Costs

OSD was awarded \$69,632 under the Transportation Alternatives Program Grant (TAP). Funds will be used to install the school speed limit zone flashing beacons on North Street

and on Carlyon Avenue. OSD agrees to pay any costs in excess of the TAP Grant in an amount not to exceed \$15,000. The total estimated project cost is eighty thousand five hundred and 0/100 dollars (\$80,500).

III. Method of Payment

The City will invoice OSD upon completion of the school speed limit zone flashing beacon improvements. OSD will remit payment to the City within 30 days of receipt of the invoice.

IV. Indemnification

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

V. No Separate Entity Created

This Agreement creates no separate legal entity.

VI. 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.

VII. Default

If any of the Parties hereto fails to perform its responsibilities, and after such failure continues to be remiss in its obligations for a period of twenty (20) days upon having received written notice of same, such party shall be in default hereunder. Upon such default, the other Party hereto may exercise any remedies provided by law. If legal action is necessary to enforce the provisions of this Agreement, the prevailing Party shall receive such sums as the court may determine, including reasonable attorney's fees and such costs as are incurred in the maintaining such cause of action.

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 any and 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. 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 with the United States Postal Service.

CITY OF OLYMPIA:

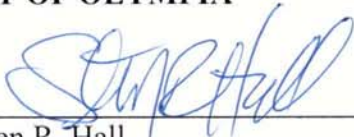
Attn: Mark Russell, P.E.
Director of Transportation
PO Box 1967
Olympia, WA 98507-1967

OLYMPIA SCHOOL DISTRICT:

Attn: Jennifer Priddy
Assistant Superintendent for Finance and
Operations
1113 Legion Way, SE
Olympia, WA 98501

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

CITY OF OLYMPIA



Steven R. Hall
City Manager

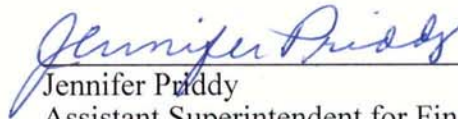
Date: 2-15-2017

Approved as to Form:



Deputy City Attorney

OLYMPIA SCHOOL DISTRICT



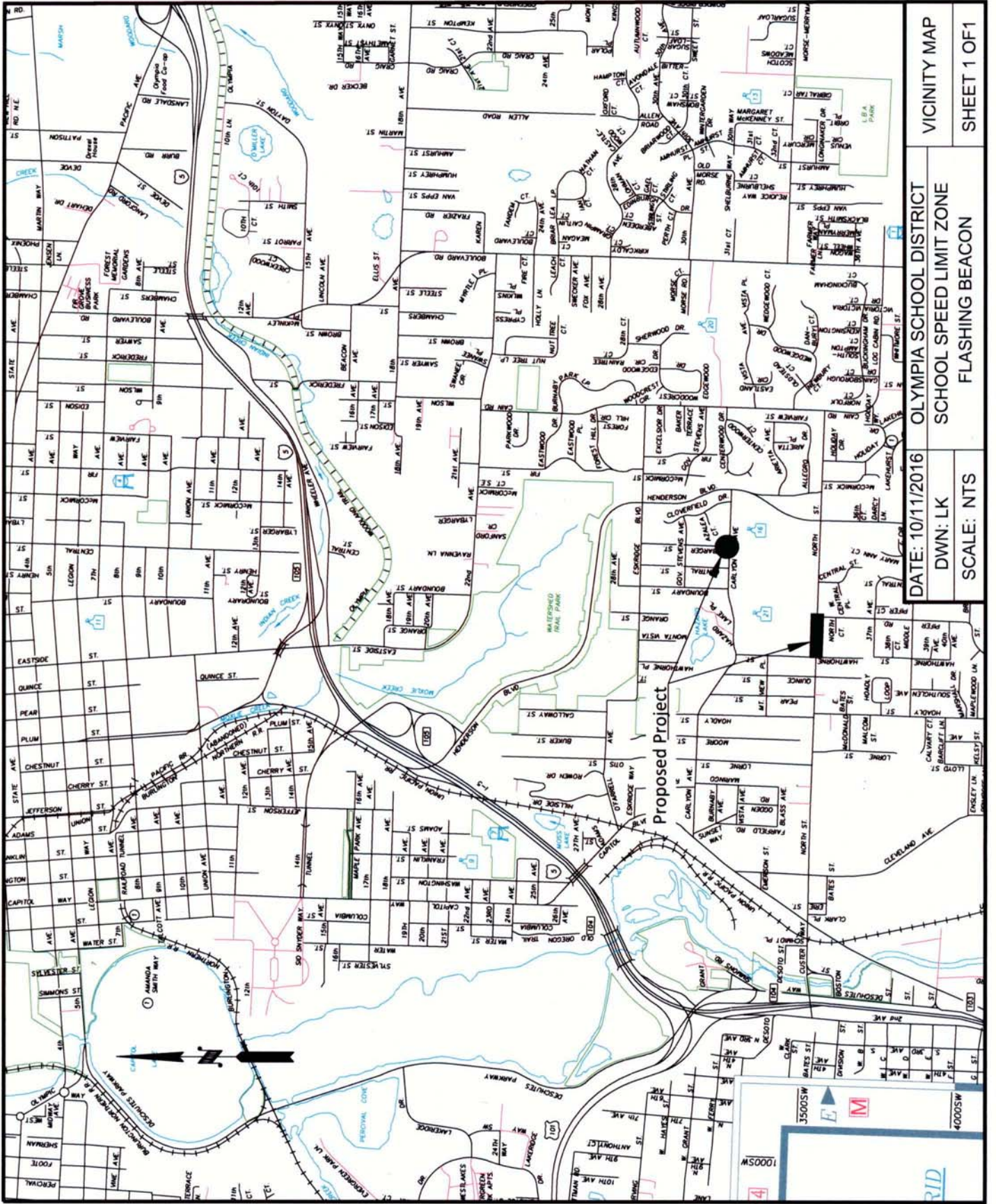
Jennifer Priddy
Assistant Superintendent for Finance and
Operations

Date: 2-6-17

Approved as to Form:

Olympia School District Attorney

EXHIBIT 1



VICINITY MAP	
SHEET 1 OF 1	
DATE: 10/11/2016	OLYMPIA SCHOOL DISTRICT
DWN: LK	SCHOOL SPEED LIMIT ZONE
SCALE: NTS	FLASHING BEACON