

INTERAGENCY Amendment

Department of Enterprise Services

Date: November 18, 2014
Agreement No: K2990
Project No.: 2015-054
Amendment No: 1

**Interagency Agreement Between the
State of Washington
Department of Enterprise Services
and
City of Olympia**

The parties to this Agreement, the Department of Enterprise Services, Facilities Division, Engineering & Architectural Services, hereinafter referred to as "DES", and City of Olympia, hereinafter referred to as the "CLIENT AGENCY", hereby amend the Agreement as follows:

7. Non-Discrimination

In the performance of this Agreement, DES shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and Chapter 49.60 RCW, as now or hereafter amended. DES shall not discriminate on the grounds of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability in:

- a) Any terms or conditions of employment to include taking affirmative action necessary to accomplish the objectives of this part and
- b) Denying an individual the opportunity to participate in any program provided by this Agreement through the provision of services, or otherwise afforded others.

In the event of DES's non-compliance or refusal to comply with the above provisions, this Agreement may be rescinded, canceled, or terminated in whole or in part, and DES declared ineligible for further Agreement with the CLIENT AGENCY. DES shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth therein.

11. Agreement Alterations and Amendments

The CLIENT AGENCY and DES may mutually amend this Agreement. Such Amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the CLIENT AGENCY and DES or their respective delegates.

The personnel authorized by the CLIENT AGENCY is the City Manager or his delegate who may authorize amendments to the scope of energy conservation projects and services, the scope of DES's services, and compensation not exceeding the City Manager's dollar authority as set forth in Municipal Code 3.16.

16. Funding

If funding from municipal, state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, either party may terminate the Agreement under the "Termination" clause, subject to renegotiation under those new funding limitations and conditions.

All sections above have been fully amended and are shown in their entirety.

All other terms and conditions of this Agreement remain in full force and effect. The requirements of RCW 39.34.030 are satisfied by the underlying Agreement and are incorporated by reference herein.

Each party signatory hereto, having first had the opportunity to read this Amendment and discuss the same with independent legal counsel, in execution of this document hereby mutually agree to all terms and conditions contained herein, and as incorporated by reference in the original Agreement.

City of Olympia

**Department of Enterprise Services
Facilities Division
Engineering & Architectural Services**

Title Date

William J. Frare, P.E.
Public Works Administrator
Title Date

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APPROVED AS TO FORM:



CITY ATTORNEY (ACA)