

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES FOR FIRE PROTECTION SERVICES**

**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;

**WHEREAS**, the State of Washington has contracted with the City of Olympia (the City) for fire protection services for state-owned buildings located within the city limits of Olympia since 1993; and

**WHEREAS**, the various state agencies with buildings located within the city limits have authorized the Washington State Department of Enterprise Services (DES) to negotiate with the City on their behalf for fire protection fees to run from July 1, 2017 through June 30, 2018; and

**WHEREAS**, the amount set forth in the attached Interlocal Agreement between the City and DES represents DES's share of costs for the 2017-2018 Fire Protection Agreement; and

**WHEREAS**, said amount is a fair share of the City's fire protection costs, being the result of good faith negotiations between the parties;

**NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE** as follows:

1. The Olympia City Council hereby approves the form of *Interlocal Agreement between the City of Olympia and Washington State Department of Enterprise Services for Fire Protection Services* attached hereto as Exhibit A and the terms and conditions contained therein.
2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the *Interlocal Agreement between the City of Olympia and Washington State Department of Enterprise Services for Fire Protection Services*, and any other documents

necessary to execute said Interlocal Agreement, and to make any minor modifications as may be required and are consistent with the intent of the attached Interlocal Agreement, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF OLYMPIA  
AND  
WASHINGTON STATE  
DEPARTMENT OF ENTERPRISE SERVICES  
FOR FIRE PROTECTION SERVICES**

**THIS AGREEMENT** is made and entered into by and between the City of Olympia, hereinafter referred to as "CITY" and the Washington State Department of Enterprise Services, hereinafter referred to as "DES" pursuant to the authority granted by RCW 39.34.

**IT IS THE PURPOSE OF THIS AGREEMENT** to document the parties' mutual agreement as to the amount of fire protection fees the State of Washington will pay to the CITY for the 2017-2018 state fiscal year. This Agreement is between the CITY and DES, on behalf of all state agencies, for all state owned property within the city limits.

Whereas, the various state agencies with buildings located within the city limits of Olympia have authorized Washington State Department of Enterprise Services to negotiate with the CITY on their behalf for Fire Protection fees to run from July 1, 2017 through June 30, 2018: and

Whereas, the amount set forth below for Washington State Department of Enterprise Services represents the state's share of costs for the 2017-2018 Fire Protection Agreement; and

Whereas, said amount is the State's share of the CITY's fire protection costs, being the result of good faith negotiations between parties, the parties agree as follows:

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above named parties mutually agree as follows:

**1. STATEMENT OF WORK**

The CITY shall do all things necessary to provide fire protection services for State-owned buildings administered by DES as outlined in Exhibit "A", in the same manner as the CITY provides such protection to other similar establishments within Olympia.

The CITY Fire Chief shall be responsible for management of the services provided herein. The Fire Chief shall be the contact person for all communication regarding the work under this Agreement. Any requests for records or documents or any other inquiries by DES shall be submitted to the Fire Chief.

**2. TERMS AND CONDITIONS**

All rights and obligations of the parties to this Agreement shall be subject to and governed by the terms and conditions contained in the text of this Agreement.

**3. PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence July 1, 2017, and be completed on June 30, 2018.

**4. CONSIDERATION**

The State of Washington agencies listed in Section 5, *Billing and Payment Procedures* shall collectively pay the CITY the amount of \$1,031,912.70 for the full year of services under this Agreement. DES and the CITY have determined that the cost of accomplishing the work herein will not exceed \$1,031,912.70 for the 2017-2018 period.

Costs are pro-rated and will be billed by the CITY to the various state agencies as outlined in Section 5, *Billing and Payment Procedures*.

**5. BILLING AND PAYMENT PROCEDURE**

The CITY will invoice state agencies quarterly in July, October, January and April, per Billing Schedule below, on or before the 10th of the quarter month (July, October, January and April). The state agencies will pay the CITY within 30 days of receipt of properly executed invoice.

Annual Billing Schedule					
State Agency	Qtr 1 July	Qtr 2 October	Qtr 3 January	Qtr 4 April	Fiscal Year Total
Enterprise Services *	\$227,072.07	\$227,072.07	\$227,072.07	\$227,072.08	\$908,288.29
SPSCC	\$26,670.10	\$26,670.10	\$26,670.10	\$26,670.10	\$106,680.40
Fish & Wildlife	\$780.32	\$780.32	\$780.32	\$780.31	\$3,121.27
State Historical Society	\$836.05	\$836.05	\$836.05	\$836.06	\$3,344.21
Military Department	\$2,619.63	\$2,619.63	\$2,619.63	\$2,619.64	\$10,478.53
Fiscal Year Total	\$257,978.17	\$257,978.17	\$257,978.17	\$257,978.19	\$1,031,912.70

DES's invoices shall be forwarded to:  
 Department of Enterprise Services  
 Attn: Rose Hong  
 PO Box 41460  
 Olympia, WA 98504-1460

**6. AGREEMENT ALTERATIONS AND AMENDMENTS**

DES and the CITY may mutually amend this Agreement at any time. Such amendments shall not be binding unless they are in writing and signed by authorized representatives of DES and the CITY, or their respective delegates. Changes to agencies' rate and/or amounts, not DES, must be negotiated between DES and the agencies, in writing, prior to DES signing the Amendment(s). DES's rates and/or amounts shall be negotiated between DES and the CITY.

**7. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

**8. DISALLOWED COSTS**

The City is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

**9. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The decision of the Dispute Board shall be final and binding on the parties.

**10. GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work, and
- c. Any other provisions of the agreement, including materials incorporated by reference.

**11. INDEMNIFICATION & INSURANCE**

DES and the CITY each agree to defend, indemnify and hold the other, its 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 that entity's respective performance of its responsibilities under the Agreement, except to the extent such injuries and damages are caused by the negligence of the other.

**12. INDEPENDENT CAPACITY**

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.

**13. RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

**14. 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.

**15. TERMINATION**

Either party may terminate this Agreement upon 60-days' prior written notification to the other party. Should state funding become unavailable due to a state government shut-down or revocation of funding for fire protection services by the Legislature, DES may suspend or terminate this agreement immediately upon occurrence of either event.

**16. WAIVER**

A failure by either 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.

**17. 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: Larry Dibble, Fire Chief

Re: Interlocal Agreement with Washington State Department of Enterprise Services

PO Box 1967

Olympia, WA 98507-1967

WASHINGTON STATE DEPARTMENT OF  
ENTERPRISE SERVICES  
Attn: Rose Hong, Property Management Manager  
Re: Interlocal Agreement with City of Olympia  
1500 Jefferson – PO Box 41480  
Olympia, WA 98504-1480

**18. RECORDING**

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor or posted upon a party’s website or other electronically retrievable public source as provided by RCW 39.34.040.

**19. ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. All recitals set forth above are hereby incorporated by reference and made part of the terms of this Agreement.

Each party signatory hereto, having first had the opportunity to read this Agreement and discuss the same with independent legal counsel, in execution of this document hereby mutually agrees to all terms and conditions.

This Agreement shall take effect as of July 1, 2017, regardless of date of execution.

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies to the obligations set forth herein.

**City of Olympia**

**Department of Enterprise Services**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

STEVEN R. HALL  
NAME

BILL FRARE  
NAME

CITY MANAGER  
TITLE

FACILITY PROFESSIONAL SERVICES MANAGER  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY

**EXHIBIT A**  
**LIST OF STATE BUILDINGS IN THE CITY OF OLYMPIA**

**STATE AGENCY OWNER**

<b>AND BUILDING NAMES</b>	<b>ADDRESS OF BUILDING</b>	<b>Gross SF</b>	<b>%</b>	<b>Costs FY18</b>
<b>Department of Enterprise Services</b>				
Archives (Storage)	1129 Washington St SE	51,317	1.09%	\$11,215.06
Ayer Press House	1417 Columbia St SW	3,727	0.08%	\$814.52
Columbia St. Garage	121 Union Ave SW	71,000	1.50%	\$15,516.67
Conservatory (Greenhouse)	1115 Water St SW	11,300	0.24%	\$2,469.55
Employment Security	212 Maple Park Ave SE	86,300	1.83%	\$18,860.40
GA Garage	124 Union Ave SW	67,100	1.42%	\$14,664.35
General Administration	210 11th Ave SW	283,865	6.01%	\$62,037.17
Governor's Mansion	501 13th Ave SW	21,400	0.45%	\$4,676.86
Highway Licenses	1125 Washington St SE	193,900	4.11%	\$42,375.81
Irving R. Newhouse Building	215 Sid Snyder Ave SW	25,084	0.53%	\$5,481.97
Insurance	302 Sid Snyder Ave SW	66,502	1.41%	\$14,533.66
John A. Cherberg	304 15th Ave SW	100,377	2.13%	\$21,936.85
John L. O'Brien	504 15th Ave SW	100,700	2.13%	\$22,007.44
Legislative	416 Sid Snyder Ave SW	255,564	5.41%	\$55,852.14
Natural Resources Building	1111 Washington St SE	387,558	8.21%	\$84,698.72
NRB Garage	1111 Washington St SE	394,200	8.35%	\$86,150.30
Office Building Two	1115 Washington St SE	379,204	8.03%	\$82,873.00
Old Capitol	614 Washington ST SE	120,500	2.55%	\$26,334.63
Plaza Garage	200 14th Ave SE	846,100	17.92%	\$184,910.62
Powerhouse	900 Water St SW	10,000	0.21%	\$2,185.45
Joel M. Pritchard Building	415 15th Ave SW	55,485	1.18%	\$12,125.95
ProArts	206-208 11th Ave	11,243	0.24%	\$2,457.10
Carlyon Press House	201 Sid Snyder Ave SW	5,600	0.12%	\$1,223.85
State Farm	1068 Washington Street	1,539	0.03%	\$336.34
Temple of Justice	415 12th Ave SW	85,900	1.82%	\$18,772.98
Transportation	310 Maple Park Ave SE	204,767	4.34%	\$44,750.73
DOT Garage	310 Maple Park Ave SE	157,800	3.34%	\$34,486.34
Information - Visitor Center	103 Sid Snyder Ave SW	1,500	0.03%	\$327.82
Capitol Park Building	1063 Capitol Way S	57,500	1.22%	\$12,566.32
State Daycare on Perry	232 Perry Street	7,138	0.15%	\$1,559.97
Union Avenue Buildign	120 Union Ave SE	12,900	0.27%	\$2,819.23
Washington Street Building	1007 Washington St se	14,580	0.31%	\$3,186.38
Capitol Ct. Building	1110 S. Capital Way	40,948	0.87%	\$8,948.97
James M. Dolliver Building	801 Capital Way S	23,385	0.50%	\$5,110.67



<b>Subtotal - Department of Enterprise Services</b>		<b>4,155,983</b>	<b>88.02%</b>	<b>\$908,267.79</b>
<b>SPSCC Community College</b>				
SPSCC Community College System, SPCC	2011 Mottman SW	488,043	10.34%	\$106,659.18
<b>Subtotal - SPSCC Community College</b>		<b>488,043</b>	<b>10.34%</b>	<b>\$106,659.18</b>
<b>Department of Fish &amp; Wildlife</b>				
Wildlife Office	600 Capitol Way N	14,500	0.31%	\$3,168.90
<b>Subtotal - Department of Fish &amp; Wildlife</b>		<b>14,500</b>	<b>0.31%</b>	<b>\$3,168.90</b>
<b>Washington State Historical Society</b>				
WSHS, State Capitol Museum	211 21st Ave SW	15,483	0.33%	\$3,383.73
<b>Subtotal - WSHS</b>		<b>15,483</b>	<b>0.33%</b>	<b>\$3,383.73</b>
<b>Military Department</b>				
Armory	515 Eastside St SE	41,083	0.87%	\$8,978.47
Armory - Vehicle Storage	515 Eastside St SE	6,656	0.14%	\$1,454.63
<b>Subtotal - Military Department</b>		<b>47,739</b>	<b>1.01%</b>	<b>\$10,433.10</b>
<b>Total for 2017-2018 City of Olympia Fire Protection Services</b>		<b>4,721,748</b>	<b>100.00%</b>	<b>\$1,031,912.70</b>