

When recorded return to:
City of Olympia
P.O. Box 1967
Olympia, WA 98507-1967

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND THE STATE OF WASHINGTON,
DEPARTMENT OF ENTERPRISE SERVICES
FOR
STREET SWEEPING SERVICES**

Whereas, RCW 39.34.010 permits local governmental units to make the most efficient use of their power 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 and the State of Washington agree as follows:

I. **Purpose/Objectives**

The purpose of this Agreement is to allow the City of Olympia (CITY) to provide street and parking area sweeping services (Services) to the State of Washington Department of Enterprise Services (DES). DES does not currently have sufficient resources or equipment to perform the Services and desires to have them performed by the CITY. The CITY currently maintains appropriate equipment and sufficient personnel to perform the Services, and agrees to do so under the terms and conditions outlined in this Agreement.

II. Scope of Agreement/Work

A. Responsibilities of CITY shall be as follows:

1. **Sweeping Services.** The CITY agrees to sweep those streets and parking areas at the Capitol Campus shown in **Exhibit "A,"** at the request of DES.
2. **Schedule.** DES shall request Services in writing to the CITY on an as needed basis. DES shall provide at least six (6) business days advance notice to the CITY of the need for Services. The CITY will typically perform the Services on Saturday's beginning at 6:00 a.m. DES understands that CITY work has priority over Services to DES. The CITY will make every effort to adhere to the requested dates of Services by DES, however, the CITY reserves the right to adjust any Services date due to the unavailability of CITY resources.
3. **Charges for CITY Work.** The CITY will charge DES for Services performed by the CITY at the hourly rate established in **Exhibit "B"** plus any other charges authorized in this Agreement. The CITY will invoice DES monthly for Services performed during the prior month.

B. Responsibilities of DES shall be as follows:

1. **Sweeper Spoils Disposal.** DES agrees to provide a location for disposal of sweeper spoils. DES assumes all responsibility and liability for the content of the spoils, their storage location, and their ultimate disposal in accordance with applicable laws.
2. **Payment.** DES shall pay the CITY for Services performed within thirty (30) days of receipt of a CITY invoice.
3. **DES Contact.** DES shall provide the CITY with advance notice of the person or person(s) authorized by DES to request Services of the CITY.

III. Rates for Service

Rates shall be as established in **Exhibit "B"**. These rates may be amended on a yearly basis. The process for amendment shall be by written annual letter of notification from the CITY to DES no later than October 1st of each year and signed by each party, in accordance with the terms of this Agreement.

IV. Amendments/Term Extensions.

Each party hereby delegates authority to those staff members who hold the positions designated in this section to authorize amendments to **Exhibits "A" and "B"** as necessary for the proper administration of the program, so long as each amendment is in written form, signed by the authorized party for each entity, dated, and properly recorded or otherwise posted in compliance with RCW 39.34.040. With the exception of the authority listed Sections IV. and V., all other amendments to this Agreement shall be in writing and authorized by each party's respective governing authority prior to implementation.

CITY:	DES:
Director of Transportation	Maintenance and Operations Superintendent
<i>Mark Russell</i>	<i>Jeff Whitehead</i>
<i>(360) 753-8762</i>	<i>(360) 725-0014</i>
<i>mrussell@ci.olympia.wa.us</i>	<i>Jeff.whitehead@des.wa.gov</i>

V. Duration of Agreement

This Agreement shall be effective from the date of the last authorizing signature affixed hereto, after proper recording as indicated in Section X., until December 31, 2016 unless otherwise terminated or extended in the manner described in this Agreement. This Agreement may be extended for additional terms upon the mutual written agreement of the CITY's Director of Transportation and DES.

VI. Termination of Agreement

Should either party choose to terminate this Agreement prior to its expiration, the party desiring to terminate must provide ninety (90) days advance written notice to the other party.

VII. Non-Appropriation of Funds

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the CITY will not be obligated to continue the Agreement after the end of the current fiscal period, and this Agreement will automatically terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the CITY in the event this provision applies.

VIII. Joint Board/No Separate Legal Entity Created/Property

No joint board and no separate legal entity is created under this Agreement. Each party shall maintain ownership of its own property.

IX. Entire Agreement

This Agreement, along with the Exhibits "A" and "B," which are incorporated by reference, sets forth all terms and conditions agreed upon by the CITY and DES, and supersedes any and all agreements oral or otherwise specific to the subject matter addressed herein.

X. 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 required by RCW 39.34.040.

XI. Notices

All notices required under this Agreement shall be to the party at the addresses listed below and shall become effective three days following the date of deposit in the United States Postal Service.

CITY: City of Olympia	DES: Department of Enterprise Services
Attn: Director of Transportation	Attn: Maintenance and Operations Superintendent
Re: Interlocal Agreement with DES	Re: Interlocal Agreement with City of Olympia
PO Box 1967	P.O. Box 41004
Olympia, WA 98507-1967	Olympia, WA 98504-1019

XII. 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 the venue for enforcement of this Agreement is Thurston County.

XIII. Dispute Resolution

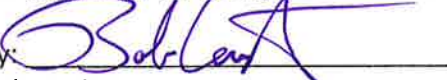
In the event of a dispute between the parties arising by reason of this Agreement, or any obligation hereunder, the dispute shall first be referred to a representative designated by parties to have oversight over the administration of this Agreement. Said representatives shall meet within fourteen (14) calendar days of either party's request for a meeting, and the parties shall make a good faith effort to attempt to achieve a resolution of the dispute. In the event that the parties are unable to resolve the dispute, the parties agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator. Each party shall bear its own costs, with the exception of the cost of the actual mediation, which shall be split equally between the parties. Should mediation fail, the parties may avail themselves of other legal avenues to resolve the dispute.

XIV. Ratification

Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

DEPARTMENT OF ENTERPRISE SERVICES

CITY OF OLYMPIA

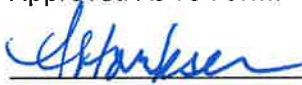
By: 
Bob Covington
Deputy Director, Department of Enterprise Services

Stephen H. Buxbaum, Mayor

Date: 4 March 2015

Date: _____

OFFICE OF THE ATTORNEY GENERAL
Approved As To Form:

Approved As To Form:


Assistant City Attorney

Deputy Attorney General

EXHIBIT A
CAPITOL CAMPUS SWEEPING AREAS
(Sweeping Areas Highlighted in Blue)

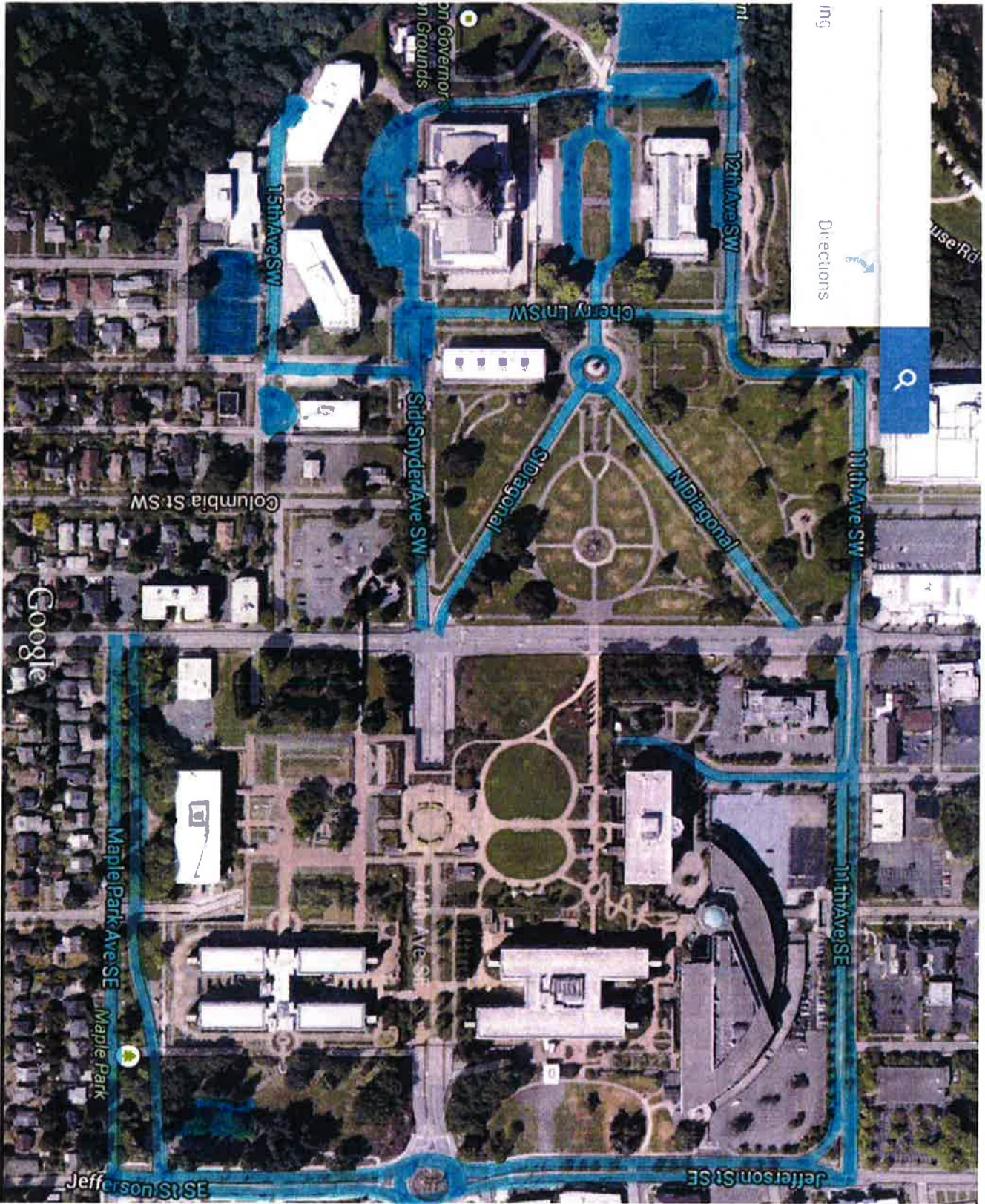


EXHIBIT "B"

SWEEPING RATES FOR THE YEAR: 2015

Compensation for services rendered during the initial and extension terms of this Agreement shall be based on rates approved annually and provided to DES no later than October 1st of each calendar year as follows:

Sweeping Rate Includes overtime labor rate, benefits, equipment rate, and administrative overhead.	\$105.00/Hr.
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Each sweeping is *expected* to take 6-8 hours, depending upon the level of debris and associated trips for disposal. The CITY will bill actual time.