

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

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF OLYMPIA AND
WASHINGTON CONSOLIDATED TECHNOLOGY SERVICES (WaTech) AN AGENCY
OF THE STATE OF WASHINGTON
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 and the City in 1993 entered into a contract under which the State of Washington would pay its share of costs for fire protection services for state-owned buildings within the City; and

Whereas, the 1993 Agreement was the product of good faith negotiations between the Washington State Department of Enterprise Services, (DES) on behalf of DES and the City; and

Whereas, such negotiations produced a formula for computing the state's share of the City Fire Department's budget, representing the State-owned portion of total square footage of buildings within the City; and

Whereas, the current agreement will expire on June 30, 2016; and

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 Agreements to run from July 1, 2016 through June 30, 2017; and

Whereas, the City and the Washington State Consolidated Technical Services (WaTech) have negotiated the same amount as the 2015-2016 Agreement; and

Whereas, the amount set forth below for Washington State Consolidated Technical Services (WaTech) represents its cost for the 2016-2017 Fire Protection Agreement; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Olympia herein referred to as "CITY" and Washington State Consolidated Technical Services (WaTech) , agrees as follows:

I. Purpose/Objective

The purpose of this Agreement is for the CITY to provide fire protection services for Washington State Consolidated Technical Services (WaTech) as noted in **Exhibit "A"** .

II. Scope of Agreement/Work

The CITY shall do all things necessary to provide fire protection services for **Washington State Consolidated Technical Services (WaTech)** 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 inquires by **Washington State Consolidated Technical Services (WaTech)** shall be submitted to the Fire Chief.

III. Consideration

Washington State Consolidated Technical Services (WaTech) shall collectively pay the CITY their portion of these costs. **WaTech** shall pay the CITY the amount of **\$82,825.01** for the full year of service under this Agreement, the same amount as the 2015,-2016 contract. **WaTech** and the CITY have determined that the cost of accomplishing the work herein will not exceed **\$82,825.01** for the 2016-2017 period.

Costs are pro-rated and will be billed by as outlined in V. Billing/Payment procedures.

IV. Records Maintenance

The CITY shall maintain all budget documents and other records required by law which reflect the costs of fire protection services provided by the CITY. These documents and records shall be subject to inspection or review by **Washington State Consolidated Technical Services (WaTech)** , agencies named in this agreement, or any other party so authorized by law.

V. Billing/Payment Procedures

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					
Annual Billing Schedule WaTech	Qtr1- July	Qtr2- October	Qtr3- January	Qtr4- April	Fiscal Year Total Fiscal Year Total
	\$20,706.26	\$20,706.25	\$20,706.25	\$20,706.25	\$82,825.01

VI. Indemnification & Insurance

Washington State Consolidated Technical Services (WaTech) 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 each 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.

VII. Agreement Alterations and Amendments

The City will provide written notification to the Department of Commerce, as required by RCW 35.21.779, which in turn shall notify the agencies or institutions that own property within the jurisdiction, of the CITY'S intent to contract for fire protections services. The CITY will provide the most current available valuation data received from the Thurston County Assessor's office to determine the estimated assessed value of owned facilities within the CITY limits of Olympia. **Washington State Consolidated Technical Services (WaTech)** 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 **Washington State Consolidated Technical Services (WaTech)** and the CITY, or their respective delegates. Changes to agencies rate and/or amounts, not **Washington State Consolidated Technical Services (WaTech)**, must be negotiated between DES and the agencies, in writing, prior to **Washington State Consolidated Technical Services (WaTech)** signing Amendment(s). **Washington State Consolidated Technical Services (WaTech)**'s rates and/or amounts shall be negotiated between **Washington State Consolidated Technical Services (WaTech)** and the CITY.

VIII. Duration of Agreement

The period of performance of this Agreement is from July 1, 2016, and shall continue through June 30, 2017, unless terminated sooner as provided herein.

IX. Termination of Agreement

This Agreement may be terminated by either party upon sixty (60) days written notification. ~~If this Agreement is so terminated, the terminating party shall be liable only~~ for performance in accordance with the terms of this Agreement rendered prior to the effective date of termination.

X. Disputes

If a dispute arises under this Agreement, it shall be determined by a Dispute Resolution Board comprised of individuals selected in the following manner: appointments of one person each to the Dispute Resolution Board shall be made by the agency head of **Washington State Consolidated Technical Services (WaTech)** and the CITY Manager of the CITY. Both board members shall jointly appoint a third member to the Dispute Resolution Board. The Dispute Resolution Board shall evaluate the dispute and make a determination based on submittals of both parties. Dispute resolution shall be attempted prior to filing any action in court.

XI. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by the CITY and **Washington State Consolidated Technical Services (WaTech)** , and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

XII. Severability

If any provision of the Agreement or its application to any person or circumstance is held invalid, the remainder of this Agreement, or application of the provision to other persons or circumstances shall be unaffected.

XIII. 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.

XIV. 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 Consolidated Technical Services (WaTech)

Attn: Judy Fitzgerald, CFO
Re: Interlocal Agreement with City of Olympia
1500 Jefferson – PO Box 41480
Olympia, WA 98504-1480

XV. 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.

XVI. Effective Date

This Agreement shall take effect on July 1, 2016.
CITY OF OLYMPIA

Mayor

Date: _____

**Washington State Consolidated
Technical Services (WaTech)**



Date: 9-20-16

Approved as to form:



City Attorney

Exhibit A

Tenant	Address of Building
WaTech	1500 Jefferson