

**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 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;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Olympia (OLYMPIA) and the State of Washington, Department of Enterprise Services (DES) agree as follows:

I. Purpose/Objective

The purpose of this Agreement is to allow OLYMPIA 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 OLYMPIA 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," and Deschutes Parkway between the 5th Avenue dam and the "Welcome to the City of Tumwater," sign shown in Exhibit "B," 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 Saturdays 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.

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. 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 "C". 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.

V. Method of Payment

A. The CITY will charge DES for Services performed by the CITY at the hourly rate established in Exhibit "C" plus any other charges authorized in this Agreement. The CITY will invoice DES monthly for Services performed during the prior month.

B. DES shall pay the CITY for Services performed within thirty (30) days of receipt of a CITY invoice.

VI. Indemnification & Insurance

The DES and the CITY OF OLYMPIA 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. Joint Board

This Agreement creates no Joint Board and no separate legal entity.

VIII. 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," "B," and "C" 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.

IX. 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, 2023, 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 Water Resources and DES. This Agreement may be extended for additional terms upon the mutual written agreement of the CITY's Director of Water Resources and DES.

X. Termination of Agreement

A. This Agreement may be terminated upon sixty (60) days notice to the other party using the method of notice provided for in this Agreement.

XI. Entire Agreement

This Agreement, along with the Exhibits "A" and "B," sets forth all terms and conditions agreed upon by OLYMPIA and DES, and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

XII. Counterparts

This Agreement may be executed in a number of identical counterparts which, taken together, constitute collectively one Agreement; but in making proof of this Agreement, it is not necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, or an electronic or digital signature where permitted by law, must be deemed to be an original signature for all purposes. All executed counterparts of this Agreement are originals, but all such counterparts, when taken together, constitute one and the same Agreement.

XIII. Posting or Recording

Prior to its entry into force, this Agreement shall be posted upon the websites of the parties or other electronically retrievable public source or filed with the Thurston County Auditor's Office or as required by RCW 39.34.040.

XIV. Employment Relationship

Employees of each agency shall remain at all times under the direction and control of their original agency and the performance of work for any other agency pursuant to this Interlocal Agreement shall not change that relationship for any purpose. Neither agency shall be deemed to have agreed to pay the other agency's employees any wages or benefits afforded to its own employees. Further, each agency's responsibilities to its own employees for work place injuries shall remain unchanged by this Interlocal Agreement.

XV. Notice/Contract Representative

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: Marcus Goodman, Wastewater/Storm and Surface Water Operations Supervisor

Re: Interlocal Agreement with DES

PO Box 1967

Olympia, WA 98507-1967

mgoodman@ci.olympia.wa.us / 360.570-58381.

DEPARTMENT OF ENTERPRISE SERVICES

Attn: Chris Simpson, Maintenance and Repair Superintendent

Re: Interlocal Agreement with DES

P.O. Box 41004

Olympia, WA 98504-1019

Chris.Simpson@des.wa.gov, (360) 701-8865

XIV. Records

Each party shall maintain its own public records and shall be solely responsible for responding to records requests received about the subject matter of this interlocal. Any public records request addressed to the group as if this interlocal created a separate legal entity, shall be deemed to be a request received by each member individually. Each member shall respond separately, unless agreed to otherwise in writing and properly documented.

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

Once signed, this Agreement shall take effect as of the date of filing or posting as required by RCW 39.34.040.

CITY OF OLYMPIA

DEPARTMENT OF ENTERPRISE SERVICES

Steven J. Burney, City Manager

Chris Simpson

Chris Simpson, M&R Superintendent
Buildings and Grounds
Dept. of Enterprise Services

Date: _____

Date: 01/09/2023

Approved as to form:

[Signature]

Deputy City Attorney

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

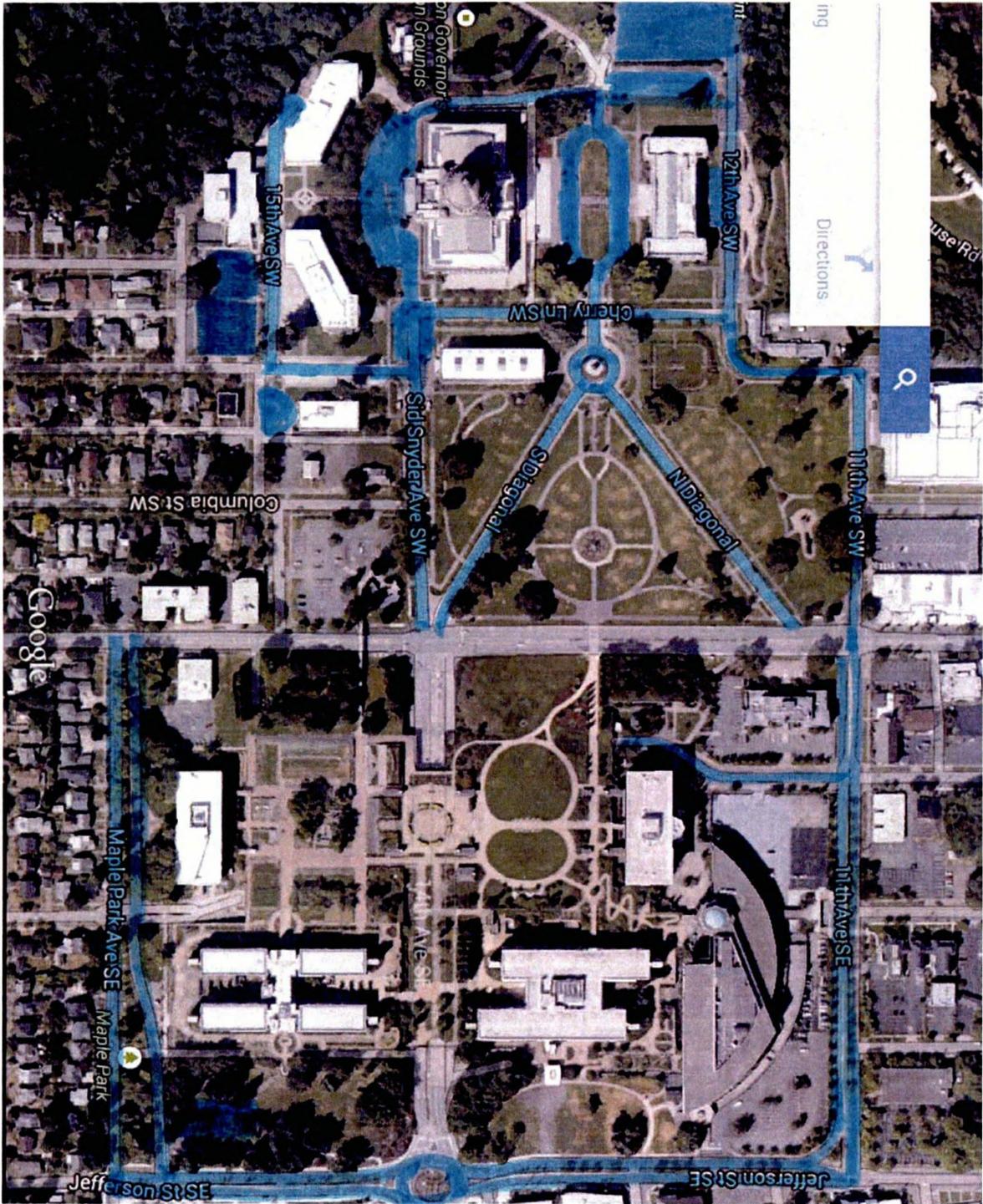


EXHIBIT "B"
DESCHUTES PARKWAY BETWEEN THE 5TH AVENUE DAM AND THE
"WELCOME TO THE CITY OF TUMWATER," SIGN SWEEPING AREAS
(Sweeping Areas Highlighted in Red)

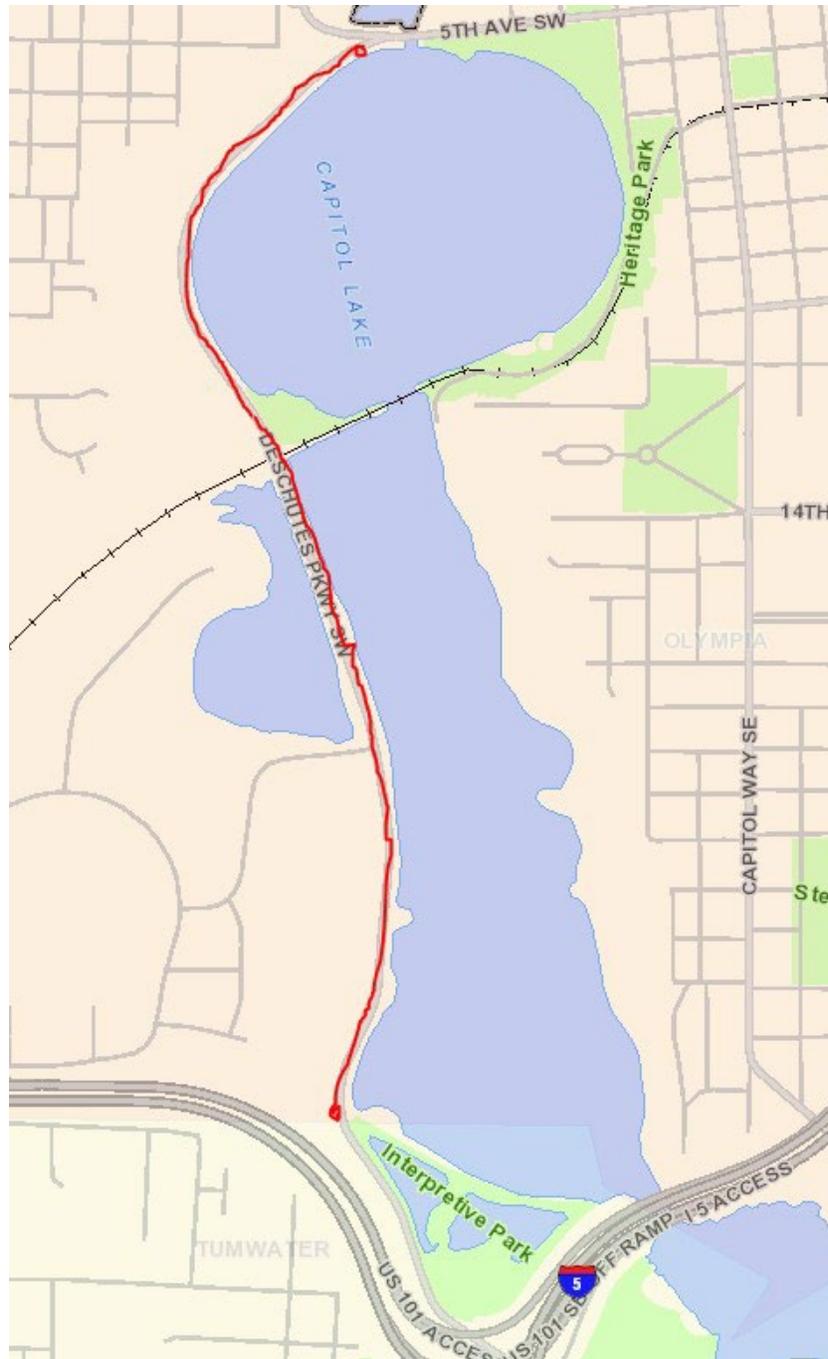


EXHIBIT "C"
SWEEPING RATES FOR THE YEAR: 2023

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.	\$198.30/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.