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FOR ORIGINAL agr

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

20805

This Amendment No.1 documents the parties' mutual agreement to modify that certain Interlocal Agreement No. K1798, dated July 9, 2013, (the Agreement) between the City of Olympia (City) and the state of Washington Department of Enterprise Services (DES). The Agreement is hereby amended pursuant to Section VII, Agreement Alterations and Amendments, as follows:

1. Section V *Billing/Payment Procedures* is hereby modified to show that DES shall be making quarterly payments to the City for Consolidated Technology Services for the Jefferson Building and is hereby amended in its entirety to read as follows:

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					
State Agency	Qtr 1 July	Qtr 2 October	Qtr 3 January	Qtr 4 April	Fiscal Year Total
Enterprise Services *	\$221,179.95	\$221,179.95	\$221,179.95	\$221,179.95	\$884,719.80
SPSCC	23,666.58	23,666.58	23,666.58	23,666.58	94,666.32
Fish & Wildlife	2,251.58	2,251.58	2,251.58	2,251.57	9,006.31
State Historical Society	750.53	750.53	750.53	750.51	3,002.10
Military Department	2,326.63	2,326.63	2,326.63	2,326.64	9,306.53
Fiscal Year Total	\$250,175.27	\$250,175.27	\$250,175.27	\$250,175.24	\$1,000,701.06

* Department of Enterprise Services quarterly invoices include the fees for Consolidated Technology Services, Jefferson Building, \$18,387.88 per quarter.

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

2. All other terms, conditions, and exhibits of the Agreement shall remain in full force and effect and are not altered or affected in any way unless specifically modified herein. The requirements of RCW 39.34.030 are satisfied by the underlying Agreement and are incorporated by reference herein.
3. Prior to its entry into force, this Amendment 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.
4. 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.
5. This Agreement shall take effect as of the date of filing or posting as required by RCW 39.34.040.
6. The undersigned acknowledge that they are authorized to execute this Amendment and bind their respective agencies to the obligations set forth herein.

City of Olympia

Department of Enterprise Services


SIGNATURE


SIGNATURE

STEPHAN H. BUXBAUM
NAME

THOMAS HENDERSON
NAME

MAYOR
TITLE

ASSISTANT DIRECTOR
TITLE

12-3-13
DATE

11-14-13
DATE

APPROVED AS TO FORM:


CITY ATTORNEY