

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

20537

**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 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, 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 agreement negotiated in 2011 will expire on June 30, 2013; 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, 2013 through June 30, 2015; and

Whereas, the City and the Washington State Department of Enterprise Services have negotiated in good faith under the same formula used for the 1993 Agreement; and

Whereas, an increase in the base amount for the new contract is for new salary and wage negotiations that have been completed for the City Fire Department; and

Whereas, the amount set forth below for Washington State Department of Enterprise Services represents its share of costs for the 2013 –2015 Biennium 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, in consideration of the mutual promises contained herein, the City of Olympia herein referred to as "CITY" and Washington State Department of Enterprise Services, herein referred to as "DES," agrees as follows:

I. Purpose/Objective

The purpose of this Agreement is for the CITY to provide fire protection services for State-owned buildings as noted in Exhibit "A".

II. Scope of Agreement/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.

III. Consideration

The State of Washington agencies listed in V. Billing/Payment Procedures shall collectively pay the CITY their portion of these costs. The State of Washington shall pay the CITY the amount of \$1,000,701.06 for each full year of service under this Agreement according to the calculations outlined in **Exhibit "B."** DES and the CITY have determined that the cost of accomplishing the work herein will not exceed \$2,001,402.12 for the 2013-2015 biennial period.

Costs are pro-rated and will be billed by the CITY to the various state agencies 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 GA, 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					
State Agency	Qtr1- July	Qtr2- October	Qtr3- January	Qtr4- April	Fiscal Year Total
Enterprise Services	\$202,792.07	\$202,792.07	\$202,792.07	\$202,792.07	\$811,168.28
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
Consolidated Technology Services	18,387.88	18,387.88	18,387.88	18,387.88	73,551.52
Fiscal Year Total	\$250,175.27	\$250,175.27	\$250,175.27	\$250,175.24	\$1,000,701.06

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

VI. 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 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

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 Amendment(s). DES's rates and/or amounts shall be negotiated between DES and the CITY.

VIII. Duration of Agreement

The period of performance of this Agreement is from July 1, 2013, and shall continue through June 30, 2015, 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 DES 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 DES, 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 DEPARTMENT OF

Enterprise Services

Attn: Carrie Martin, Property Management Group Manager

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, 2013.

CITY OF OLYMPIA



Mayor

Date: July 9, 2013

Approved as to form:
Darren Nienaber

City Attorney

WASHINGTON STATE
DEPARTMENT OF ENTERPRISE
SERVICES



Thomas Henderson
Assistant Director

Date: 6-27-13

**2013-2015 INTERLOCAL AGREEMENT FOR FIRE PROTECTION SERVICES
BETWEEN
CITY OF OLYMPIA AND STATE OF WASHINGTON ENTERPRISE SERVICES**

WA State's Square Footage: 4,792,311.00
2011/2013 State of WA Square Footage (sq ft) within the City of Olympia from G.A. (6/2008 thru 6/2010)

	Add/Delete Sq. Ft.	Total change of Sq. Ft.
Changes in sq ft for the 2013-2015 Interlocal Agreement:	369,169	
Total 2013/2015 State of WA (sq ft) within the City of Olympia (List of buildings provided by Enterprise Services June of 2010 thru June of 2012)		5,161,480

FORMULA

Budget

2011's Fire Department's Budget	11,625,398
Minus 2011 Fire Department's program revenues	(2,659,822)
City Services budget	510,877
Percentages of the following City Services:	
Executive's Budget (6% Avg)	
Legal's Budget (20%)	
Human Resources Budget (13.35%)	
Administrative Budget (6.13% Avg)	

Net budget per formula 9,476,453

City of Olympia Square Footage:

Previous GSF - City of Olympia from July 2008 thru
June of 2010 - 2011-2013 contract 47,982,270

Add in last 6 mos of 2010's City of Olympia sq ft	257,660
All of 2011's added City of Olympia sq ft	442,577
First 6 mos of 2012's added City of Olympia's sq ft.	195,749
Total of updated square footage	48,878,256

Take State's sq ft divide into City sq ft 10.560%

2011's Budget per formula above
times percentage of state buildings in City 1,000,701.06

New Billing amount for 2013-15 \$1,000,701.06

STATE'S FAIR SHARE/STATE SQ. FT. = SQ. FT. RATE

New billing amount for 2013-15	\$1,000,701.06
2013-2015 Protected State's building Sq. Ft.	5,161,480.00
Divide new billing amount by State's sq footage	0.1939
State's Sq footage rate for 2013-2015	0.1939
Rounded	0.19

2013-2015 Total Billing for Agreement \$1,000,701.06

List of State Buildings in the City of Olympia
as of January 2013

STATE AGENCY OWNER AND BUILDING NAMES	ADDRESS OF BUILDING	Gross SF	%	COSTS FY14	COSTS FY15
Department of General Administration					
Archives (Storage)	1129 Washington St SE	51,317	0.0099	9,906.94	9,906.94
Ayer Press House	1417 Columbia St SW	3,727	0.0007	700.49	700.49
Columbia St. Garage	121 Union Av SW	71,000	0.0138	13,809.67	13,809.67
Conservatory (Greenhouse)	1115 Water St SW	11,300	0.0022	2,201.54	2,201.54
Employment Security	212 Maple Park Av SE	86,300	0.0167	16,711.71	16,711.71
GA Garage	124 Union Av SW	67,100	0.0130	13,009.11	13,009.11
General Administration	210 11 th Av SW	283,865	0.0550	55,038.56	55,038.56
Governor's Mansion	501 13 th Av SW	21,400	0.0041	4,102.87	4,102.87
Highway Licenses	1125 Washington St SE	193,900	0.0376	37,626.36	37,626.36
Irving R. Newhouse Building	215 Sid Snyder Av SW	25,084	0.0049	4,903.44	4,903.44
Insurance	302 Sid Snyder Av SW	66,502	0.0129	12,909.04	12,909.04
John A. Cherberg	304 15th Av SW	100,377	0.0194	19,413.60	19,413.60
John L. O'Brien	504 15 th Av SW	100,700	0.0195	19,513.67	19,513.67
Legislative	416 Sid Snyder Av SW	255,564	0.0495	49,534.70	49,534.70
Natural Resources Building	1111 Washington St SE	387,558	0.0751	75,152.65	75,152.65
NRB Garage	1111 Washington St SE	394,200	0.0764	76,453.56	76,453.56
Office Building Two	1115 Washington St SE	379,204	0.0735	73,551.53	73,551.53
Old Capitol	614 Washington St SE	120,500	0.0233	23,316.33	23,316.33
Plaza Garage	200 14th Av SE	846,100	0.1640	164,115.01	164,115.01
Powerhouse	900 Water St SW	10,000	0.0019	1,901.33	1,901.33
Joel M. Pritchard Building	415 15th Av SW	55,485	0.0107	10,707.50	10,707.50
ProArts	206-208 11th Av c	11,243	0.0022	2,201.54	2,201.54
Carlton Press House	201 Sid Snyder Av SW	5,600	0.0011	1,100.77	1,100.77
State Farm	1068 Washington Street	1,539	0.0003	300.21	300.21
Temple of Justice	415 12th Av SW	85,900	0.0166	16,611.64	16,611.64
Transportation	310 Maple Park Av SE	204,767	0.0397	39,727.83	39,727.83
DOT Garage	310 Maple Park Av SE	157,800	0.0306	30,621.45	30,621.45
Information - Visitor Center	103 Sid Snyder Ave SW	1,500	0.0003	300.21	300.21

List of State Buildings in the City of Olympia
as of January 2013

STATE AGENCY OWNER AND BUILDING NAMES	ADDRESS OF BUILDING	Gross SF	%	COSTS FY14	COSTS FY15
Capitol Park Building	1063 Capitol Wy S	57,500	0.0111	11,107.78	11,107.78
600 Franklin	600 Franklin St SE	28,578	0.0055	5,503.86	5,503.86
State Daycare on Perry	232 Perry Street	7,138	0.0014	1,400.98	1,400.98
Union Avenue Building	120 Union Av SE	12,900	0.0025	2,501.75	2,501.75
Washington State Building	1007 Washington St SE	14,580	0.0028	2,801.96	2,801.96
Capitol Ct. Building	1110 S. Capital Way	40,948	0.0079	7,905.54	7,905.54
James M. Dolliver Building	801 Capital Way S	23,385	0.0045	4,503.15	4,503.15
Subtotal-Department of General Administration		4,184,561	0.8106	811,168.28	811,168.28
				1,622,336.56	

SPSCC Community College					
SPSCC Community College System, SPCC	2011 Mottman SW	488,043	0.0946	94,666.32	94,666.32
Subtotal-SPSCC Community College		488,043	0.0946	94,666.32	94,666.32
				189,332.64	

Department of Fish & Wildlife					
Wildlife Annex	516 Washington St NE	31,250	0.0061	6,104.28	6,104.28
Wildlife Office	600 Washington St NE	720	0.0001	100.07	100.07
Wildlife Office	600 Capitol Wy N	14,500	0.0028	2,801.96	2,801.96
Subtotal-Department of Fish & Wildlife		46,470	0.0090	9,006.31	9,006.31
				18,012.62	

Washington State Historical Society					
WSHS, State Capitol Museum	211 21st Avenue SW	15,483	0.0030	3,002.10	3,002.10
Subtotal-Washington State Historical Society		15,483	0.0030	3,002.10	3,002.10
				6,004.20	

Military Department					
Armory	515 Eastside St SE	41,083	0.0080	8,005.61	8,005.61

**List of State Buildings in the City of Olympia
as of January 2013**

STATE AGENCY OWNER AND BUILDING NAMES	ADDRESS OF BUILDING	Gross SF	%	COSTS FY14	COSTS FY15
Armory-Vehicle Storage	515 Eastside St SE	6,656	0.0013	1,300.91	1,300.91
Subtotal-Military Department		47,739	0.0093	9,306.52	9,306.52
		Total 2013-2015		18,613.04	
Consolidated Technology Services					
Jefferson Building	1500 Jefferson	379,184	0.0735	73,551.53	73,551.53
Subtotal-Consolidated Technology Services		379,184	0.0735	73,551.53	73,551.53
		Total 2013-2015		147,103.06	
Total for 2013-2015 City of Olympia Fire Protection Services		5,161,480		2,001,402.12	