

**INTERLOCAL AGREEMENT BETWEEN
STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES
AND
CITY OF OLYMPIA**

THIS AGREEMENT is made and entered into by and between the Department of Enterprise Services, Business Resources Division, Consolidated Mail Services hereinafter referred to as "DES" and the City of Olympia, hereinafter referred to as the "CITY" pursuant to the authority granted by Chapter 39.34 RCW.

IT IS THE PURPOSE OF THIS AGREEMENT to provide general mailing services to the CITY.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above named parties mutually agree as follows:

1. STATEMENT OF WORK

- A.** DES will pick up the CITY's outgoing U.S. mail one time daily between 4:15 and 4:30 PM, no later than 5:00 PM, with the exception of government holidays and weekends.
 - 1.** First class letters will be metered by the CITY with the CITY's discounted postage rate. DES will charge the CITY the difference between the CITY's discounted postage rate and DES's discounted postage rate. This cost will be reflected in the invoice as USPS Postage Upgrade Amount.
 - 2.** The majority of the CITY's mail will be metered by the CITY with the following day's date for next day processing and delivery. Only urgent and rush items will be metered with the current date.
 - 3.** All "flats" will be metered by the CITY at full postage rates and picked up and processed for mailing at the U. S. Post Office by DES.
- B.** The CITY will have all outgoing U.S. mail metered and ready for pickup by DES by 4:15 PM daily, with the exception of government holidays and weekends. It will be sorted by outgoing U.S. mail and campus mail.
- C.** DES will provide campus mail service daily. Pickup of campus mail will be provided according to the hours/days described in item A above, and delivered to appropriate mail stop(s) the next business day. Campus tracking services are available upon request.
- D.** Schedule same day campus pickup and delivery will be made on the next scheduled route and run.
- E.** DES will provide United Parcel Service (UPS) and Federal Express (FedEx) services to the CITY.
- F.** DES will provide Certified mail services.
- G.** All mail that does not meet readable standards to receive the lowest postage rates will be processed using an enhanced reader in an effort to receive the reduced postage rate. If unreadable, DES will invoice the CITY monthly for any additional postage costs.
- H.** Mail received at DES by 2:30 PM will be delivered to the USPS the same day with the presort postage discount. Mail received after 2:30 PM and before close of business, will be delivered to the USPS the next day with the presort postage discount, unless the CITY request DES to mail the same day and the mail is received by 5:00 PM, then it will be delivered to the USPS the same day by 7:00 PM at the full rate postage.
- I.** DES will maintain MASS Certification per USPS standards.
- J.** DES will provide training to CITY staff on how to prepare outgoing US Mail to obtain optimal postage discounts upon request from the CITY, and when DES notices trends in CITY mailing

practices that prevent the CITY from obtaining the best postage rates.

- K. The CITY will provide a Mailing Instruction Form (Pink Slip) with each type of outgoing US Mail, daily. DES will provide the CITY with Pink Slips free of charge.

2. TERMS AND CONDITIONS

All rights and obligations of the parties to this Agreement shall be subject to and governed by the terms and conditions contained in the text of this Agreement.

3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence July 1, 2015, and be completed on June 30, 2017, unless terminated sooner or extended, as provided herein.

4. CONSIDERATION

The CITY shall pay DES an amount not to exceed \$60,000.00 for the performance of all things necessary and incidental to, the work set forth in the Statement of Work of this Agreement for the period of performance outlined in section 3. Total costs shall not be increased except by written Amendment to this Agreement.

Compensation for services shall be based on the rates set forth in Exhibit "A" which is attached hereto and incorporated by reference herein.

5. BILLING PROCEDURE

DES will invoice the City for all services on a monthly basis, on or before the 10th of each month. The invoice will indicated clearly that it is for the services rendered in performance under this Agreement and shall reflect the Agreement number.

The invoices shall be forwarded to the following:

City of Olympia
Attn: Karen Kenneson
601 4th Avenue E
PO Box 1967
Olympia, WA 98507-1967

6. PAYMENT PROCEDURE

The City will remit payment to DES within 30 days of receipt of a properly executed invoice.

7. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified or amended by written agreement executed by both parties.

8. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

9. CONTRACT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Amendment.

- A. The DES representative on this Agreement shall be:

Vanessa Simpson
Services Division/Consolidated Mail Services
PO Box 41050
Olympia, WA 98504-1050
(360) 586-0022
vanessa.simpson@des.wa.gov

B. The CITY representative on this Agreement shall be:

Karen Kenneson
Business Manager
PO Box 1967
Olympia, WA 98507-1967
(360) 753-8277
kkenneso@ci.olympia.wa.us

10. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

11. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The member so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto.

12. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules;
- B. Statement of work, and
- C. Any other provisions of this agreement, including materials incorporated by reference.

13. INDEPENDENT CAPACITY/NO JOINT BOARD

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party. This agreement creates no joint board and no separate entity.

14. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years or as required by state retention, which over occurs sooner, after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

15. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, shall not affect the other provisions of this Agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

16. TERMINATION

Either party may terminate this Agreement upon 60 calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

17. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

18. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

19. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Department of Enterprise Services

City of Olympia

Signature

Signature

Phill Grigg

Stephen H. Buxbaum

Name

Name

Assistant Director

Mayor


Title

Title

Date

Date

Approved as to Form:



City Attorney (ACA)

Department of Enterprise Services
Consolidated Mail Rates
Effective July 1, 2015

US Mail Services			
First Class Mail Postage Rates	DES Rate	City of Olympia Rate	USPS Postage Upgrade Amount
1-oz Letter	0.428	0.388	0.04
2-oz Letter	0.428	0.388	0.04
3-oz Letter	0.688	0.648	0.04

Other US Mail Services	DES Rate	
US Mail Pickup	36.50	per month
Unreadable Mail Upgrade	0.085	per letter
Certified Mail Services	0.40	per letter
	0.75	per flat or parcel
Outgoing account fee	45.00	per month

Campus Mail		
Mail Pickup	DES Rate	
In town	2.30	per inch, per day
Out of town	2.70	per inch, per day
<i>Campus mail is measured on two different weeks a year, to determine an average rate per day for this service</i>		
Boxes		
In town	2.80	per box
Out of town	4.68	per box
Campus Tracking Services	2.50	per item

Other Mail Services		
Mail Pickup	DES Rate	
United Parcel Service (UPS) and Federal Express (FedEx)	1.25 -1.50	per item
	& all actual shipping charges	