

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

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF OLYMPIA AND
WASHINGTON STATE 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 State of Washington 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 2013 will expire on June 30, 2015; and

Whereas, WaTech, Washington Technology Solutions, an agency of the State of Washington (hereafter "WaTech"), located at 1500 Jefferson Street SE, in Olympia, Washington, desires a fire protection agreement to run from July 1, 2015 through June 30, 2016; and

Whereas, the City and WaTech 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 WaTech represents its share of costs for the 2015–2016 fiscal year 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 WaTech agree as follows:

I. Purpose/Objective

The purpose of this Agreement is for the CITY to provide fire protection services for WaTech based on **Exhibit "A"** and **Exhibit "B"**.

II. Scope of Agreement/Work

The CITY shall do all things necessary to provide fire protection services for WaTech based on **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 WaTech shall be submitted to the Fire Chief.

III. Consideration

WaTech shall collectively pay the CITY their portion of the cost listed in V. Billing/Payment Procedures. WaTech shall pay the CITY the amount of \$82,825.01 for each full year of service under this Agreement according to the calculations outlined in **Exhibit "B."**

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 WaTech or any other party so authorized by law.

V. Billing/Payment Procedures

The CITY will invoice WaTech in July, October, January and April, per Billing Schedule below, on or before the 10th of the quarter month (July, October, January and April).

WaTech will pay the CITY within thirty (30) days of receipt of properly executed invoice.

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

VI. Indemnification & Insurance

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

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 WaTech and the CITY, or their respective delegates. WaTech's rates and/or amount shall be negotiated between WaTech and the CITY.

VIII. Duration of Agreement

The period of performance of this Agreement is from July 1, 2015, and shall continue through June 30, 2016, 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 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 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 (3) days following the date of deposit by first class mail in the United States Postal Service.

CITY OF OLYMPIA
Attn: Larry Dibble, Fire Chief
Re: Interlocal with the WaTech
PO Box 1967
Olympia, WA 98507-1967

Washington Consolidated Technology Services (WaTech)
Attn: Judy Fitzgerald, CFO
Re: Interlocal Agreement with City of Olympia
1500 Jefferson Street SE
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, 2015.

CITY OF OLYMPIA

Mayor

Date: _____

Approved as to form:



City Attorney

WATECH



Authorized Signature

Date: October 26, 2015

WORKSHEET FOR 2015-2016 INTERLOCAL AGREEMENT FOR FIRE PROTECTION SERVICES BETWEEN THE CITY OF OLYMPIA AND WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES

2013-2015 State of WA Square Footage (sq ft) within the City of Olympia from D 5,161,480

2013-2015 Amendment changes 7/18/14 due to the sale of state bldgs:

Capitol Park Building, 600 Franklin
Wildlife Annex, 516 Washington St NE
Wildlife Office, 600 Washington St NE

Add/Delete	Sq. Ft.	Total Sq. Ft.
	(28,578)	
	(31,250)	
	(720)	
	(60,548)	(60,548)

2013-2015 Amended Total of Washington State sq ft within The City of Olympia

5,100,932

FORMULA	<u>Budget</u>
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2013's Fire Department's Budget	\$13,349,062.00
Minus 2013 Fire Department's program revenues	(3,003,841.00)
Budget percentages of the following City Services:	540,363.00
Executive's Budget (6% Avg)	
Legal's Budget (20%)	
Human Resources Budget (13.35%)	
Administrative Budget (6.13% Avg)	

Net budget per formula **\$10,885,584.00**

Previous GSF - City of Olympia from 2013-2015 (7/2012 thru 6/30/2014) 48,878,256

Add in last 6 months of 2012's City of Olympia sq ft.	162,463
All of 2013's added City of Olympia sq ft	607,892
First 6 month's of City of Olympia's 2014's sq ft.	162,769
Total City of Olympia's sq ft	49,811,380

Take State's sq ft divide into City sq ft 10.240495%

2013's Budget per formula above **\$ 10,885,584.00**
Times 10.240495% \$1,114,737.71

New Billing amount including Jefferson Building on state campus for 2015-2016 **\$1,114,737.71**

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

Billing amount for 2015-2016 Including 1500 Jefferson Building on state campus	\$1,114,737.71
2015-2016 State's Sq. Ft. including 1500 Jefferson Building on state campus	5,100,932
Divide new billing amount by State's sq footage	0.218536
2015-2016 State's Sq footage rate *	0.218536

2015-2016 Total Billing including 1500 Jefferson Building on state campus **\$1,114,737.71**

Exhibit "B"
WaTech Interagency Agreement

TENANT	ADDRESS OF BUILDING	GROSS SF	%	COST FY15-16
WaTech	1500 Jefferson	379,184	0.0743	82,825.01

Total for 2015-2016 City of Olympia Fire Protections Services \$82,825.01

