

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF OLYMPIA
AND
WASHINGTON STATE
DEPARTMENT OF ENTERPRISE SERVICES
FOR FIRE PROTECTION SERVICES
K6604**

THIS AGREEMENT is made and entered into by and between the City of Olympia, hereinafter referred to as "CITY" and the Washington State Department of Enterprise Services, hereinafter referred to as "DES" pursuant to the authority granted by RCW 39.34.

IT IS THE PURPOSE OF THIS AGREEMENT to document the parties' mutual agreement as to the amount of fire protection fees the State of Washington will pay to the CITY for the 2020-2021 state fiscal year. This Agreement is between the CITY and DES, on behalf of all state agencies, for all state owned property within the city limits.

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 fees to run from July 1, 2020 through June 30, 2021; and

Whereas, the amount set forth below for Washington State Department of Enterprise Services represents the state's share of costs for the 2020-2021 Fire Protection Agreement; and

Whereas, said amount is the State's share of the CITY's fire protection costs, being the result of good faith negotiations between parties, the parties agree as follows:

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

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.

2. TERMS AND CONDITIONS

All rights and obligations of the parties to this Agreement are 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 commences July 1, 2020, and ends on June 30, 2021.

4. CONSIDERATION

The State of Washington agencies listed in Section 5, *Billing and Payment Procedures* shall collectively pay the CITY the amount of \$1,248,500.00 for the full year of services under this Agreement. DES and the CITY have determined that the cost of accomplishing the work herein will not exceed \$1,248,500.00 for the 2020-2021 period.

Costs are pro-rated and will be billed by the CITY to the various state agencies as outlined in Section 5, *Billing and Payment Procedures*.

5. BILLING AND PAYMENT PROCEDURE

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 shall 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	\$275,425.58	\$275,425.58	\$275,425.58	\$275,425.58	\$1,101,702.31
SPSCC	\$31,657.84	\$31,657.84	\$31,657.84	\$31,657.84	\$126,631.35
Fish & Wildlife	\$940.57	\$940.57	\$940.57	\$940.57	\$3,762.28
State Historical Society	\$1,004.33	\$1,004.33	\$1,004.33	\$1,004.33	\$4,017.34
Military Department	\$3,096.68	\$3,096.68	\$3,096.68	\$3,096.68	\$12,386.72
Fiscal Year Total	\$312,125	\$312,125	\$312,125	\$312,125	\$1,248,500.00

DES's invoices shall be forwarded to:

Department of Enterprise Services
Attn: Rose Hong
PO Box 41480
Olympia, WA 98504-1460

6. AGREEMENT ALTERATIONS AND AMENDMENTS

DES and the CITY may mutually amend this Agreement at any time. Such amendments are not 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 the Amendment(s). DES's rates and/or amounts will be negotiated between DES and the CITY.

7. 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 may not be unreasonably withheld.

8. DISALLOWED COSTS

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

9. DISPUTES

In the event that a dispute arises under this Agreement, it must be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members 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 decision of the Dispute Board is final and binding on the parties.

10. 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 must 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 must 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 the agreement, including materials incorporated by reference.

11. INDEMNIFICATION & INSURANCE

DES and the CITY each shall 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 that 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.

12. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement continue to be employees or agents of that party and may not be considered for any purpose to be employees or agents of the other party.

13. 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 are 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 must be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party may not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party shall utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

14. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference is held invalid, such invalidity does 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.

15. TERMINATION

Either party may terminate this Agreement upon 60-days' prior written notification to the other party. Should state funding become unavailable due to a state government shut-down or revocation of funding for fire protection services by the Legislature, DES may suspend or terminate this agreement immediately upon occurrence of either event.

16. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and does 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.

17. NOTICE

Any notice required under this Agreement must be to the party at the address listed below and becomes effective three days following the date of deposit in the United States Postal Service.

CITY OF OLYMPIA

Attn: 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: Rose Hong, Planning Manager
Re: Interlocal Agreement with City of Olympia
1500 Jefferson – PO Box 41480
Olympia, WA 98504-1480

18. RECORDING

Prior to its entry into force, this Agreement must 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.

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 may be deemed to exist or to bind any of the parties hereto. All recitals set forth above are hereby incorporated by reference and made part of the terms of this Agreement.

20. OTHER PROVISIONS

No separate legal or administrative entity, and no joint board, is created by this Agreement. The parties to this Agreement will not jointly acquire, hold, or dispose of any real or personal property under this Agreement. This Agreement is administered by those persons identified in Section 17, above.

Each party signatory hereto, having first had the opportunity to read this Agreement and discuss the same with independent legal counsel, in execution of this document hereby mutually agrees to all terms and conditions.

This Agreement takes effect as of July 1, 2020, regardless of date of execution.

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies to the obligations set forth herein.

CITY OF OLYMPIA

STEVEN J. BURNEY
City Manager

DATE

APPROVED AS TO FORM:

Michael M. Young
Deputy City Attorney

DEPARTMENT OF ENTERPRISE SERVICES

William J. Frare
WILLIAM J. FRARE, P.E., MPA
Facility Professional Services, Assistant Director

07/08/2020

DATE

EXHIBIT A: LIST OF STATE BUILDINGS IN THE CITY OF OLYMPIA

STATE AGENCY OWNER AND BUILDING NAMES		ADDRESS OF BUILDING	Gross SF	%	Costs FY21
Department of Enterprise Services					
	Archives (Storage)	1129 Washington St SE	51,317	1.07%	\$13,315.10
	Ayer Press House	1417 Columbia St SW	3,727	0.08%	\$967.04
	Columbia St. Garage	121 Union Ave SW	71,000	1.48%	\$18,422.20
	Conservatory (Greenhouse)	1115 Water St SW	11,300	0.23%	\$2,931.98
	Employment Security	212 Maple Park Ave SE	86,300	1.79%	\$22,392.05
	General Administration	210 11th Ave SW	283,865	5.90%	\$73,653.77
	Governor's Mansion	501 13th Ave SW	21,400	0.44%	\$5,552.61
	Highway Licenses	1125 Washington St SE	193,900	4.03%	\$50,310.77
	Irving R. Newhouse Building	215 Sid Snyder Ave SW	25,084	0.52%	\$6,508.49
	Insurance	302 Sid Snyder Ave SW	66,502	1.38%	\$17,255.11
	John A. Cherberg	304 15th Ave SW	100,377	2.09%	\$26,044.58
	John L. O'Brien	504 15th Ave SW	100,700	2.09%	\$26,128.39
	Legislative	416 Sid Snyder Ave SW	255,564	5.31%	\$66,310.58
	Natural Resources Building	1111 Washington St SE	387,558	8.05%	\$100,558.75
	NRB Garage	1111 Washington St SE	394,200	8.19%	\$102,282.13
	Office Building Two	1115 Washington St SE	379,204	7.88%	\$98,391.15
	Old Capitol	614 Washington ST SE	120,500	2.50%	\$31,265.85
	Plaza Garage	200 14th Ave SE	846,100	17.58%	\$219,535.54
	Powerhouse	900 Water St SW	10,000	0.21%	\$2,594.68
	Joel M. Pritchard Building	415 15th Ave SW	55,485	1.15%	\$14,396.56
	ProArts	206-208 11th Ave	11,243	0.23%	\$2,917.19
	Carlyon Press House	201 Sid Snyder Ave SW	5,600	0.12%	\$1,453.02
	State Farm	1068 Washington Street	1,539	0.03%	\$399.32
	Temple of Justice	415 12th Ave SW	85,900	1.79%	\$22,288.27
	Transportation	310 Maple Park Ave SE	204,767	4.26%	\$53,130.40
	DOT Garage	310 Maple Park Ave SE	157,800	3.28%	\$40,943.99
	Information - Visitor Center	103 Sid Snyder Ave SW	1,500	0.03%	\$389.20
	State Daycare on Perry	232 Perry Street	7,138	0.15%	\$1,852.08
	Union Avenue Building	120 Union Ave SE	12,900	0.27%	\$3,347.13
	Washington Street Building	1007 Washington St sE	14,580	0.30%	\$3,783.04
	Capitol Ct. Building	1110 S. Capital Way	40,948	0.85%	\$10,624.68
	James M. Dolliver Building	801 Capital Way S	23,385	0.49%	\$6,067.65
	Helen Sommers Building	106 11th Ave SW	214,628	4.46%	\$55,689.01
Subtotal - Department of Enterprise Services			4,246,011	88.24%	\$1,101,702.31
SPSCC Community College					
	SPSCC Community College System, SPCC	2011 Mottman SW	488,043	10.14%	\$126,631.35
Subtotal - SPSCC Community College			488,043	10.14%	\$126,631.35
Department of Fish & Wildlife					
	Wildlife Office	600 Capitol Way N	14,500	0.30%	\$3,762.28
Subtotal - Department of Fish & Wildlife			14,500	0.30%	\$3,762.28
Washington State Historical Society					
	WSHS, State Capitol Museum	211 21st Ave SW	15,483	0.32%	\$4,017.34
Subtotal - WSHS			15,483	0.32%	\$4,017.34
Military Department					
	Armory	515 Eastside St SE	41,083	0.85%	\$10,659.71
	Armory - Vehicle Storage	515 Eastside St SE	6,656	0.14%	\$1,727.02
Subtotal - Military Department			47,739	99.00%	\$12,386.72
Total for Fiscal Year 2021 City of Olympia Fire Protection Services			4,811,776	100.00%	\$1,248,500.00