

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

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA
AND WASHINGTON CONSOLIDATED TECHNOLOGY SERVICES (WaTech) AN
AGENCY OF THE STATE OF WASHINGTON FOR FIRE PROTECTION SERVICES
CTS Contract Number 21-056**

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 must be authorized by the governing body of each party to the contract and must set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the State of Washington and the City of Olympia have entered into a series of contracts since 1993 providing for the State of Washington to pay its fair share of costs for fire protection services for state buildings or facilities located within the City of Olympia; and

WHEREAS, since 1993 a fire protection services agreement was the product of good faith negotiations between the Washington State Department of Enterprise Services (DES) on behalf of a variety of State agencies and the City of Olympia; and

WHEREAS, RCW Chapter 43.105 establishes an agency for the State of Washington known as the Consolidated Technology Services agency, also known as Washington Technology Solutions or "WaTech," and that said State agency has entered into a fire protection services agreement with the City of Olympia following the agency's creation by ESSB 5931, Laws of 2011, Chapter 43, Section 801, June 15, 2011; and

WHEREAS, negotiations with the State have produced a formula for computing the State's share of the City of Olympia Fire Department's budget, representing total square footage of State-owned buildings or facilities located within the City; and

WHEREAS, various state agencies located within the municipal limits of the City of Olympia through the Washington State Department of Enterprise Services have negotiated with the City of Olympia for fire protection service agreements annually; and

WHEREAS, the City of Olympia and the Washington State Consolidated Technology Services agency, also known as Washington Technology Solutions or "WaTech," had negotiated a fire protection services agreement for July 1, 2020 through June 30, 2021 to protect said agency's facilities; and

WHEREAS, the amount set forth below for Washington State Consolidated Technology Services agency, also known as Washington Technology Solutions or "WaTech," represents its cost for the July 1, 2021 through June 30, 2022 fire protection services agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City of Olympia and Washington State Consolidated Technology Services, also known as Washington Technology Solutions or "WaTech," agree as follows:

I. Purpose

The purpose of this Agreement is for the **City of Olympia** to provide fire protection services for **Washington State Consolidated Technology Services**, also known as Washington Technology Solutions or "WaTech," as set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

In 2007, the Legislature authorized the Department of Information Services to lease develop or lease purchase a new office building and certain other facilities on the "Wheeler Block" in Olympia. Rather than authorize the issuance of bonds to finance a project to be developed by the state, the Legislature authorized DIS to enter into a financing contract for a project to be privately developed.

WaTech is the leaseholder of the space at 1500 Jefferson Street. FYI Properties, a non-profit formed by the National Development Council is the owner of the facilities at 1500 Jefferson Street. FYI Properties is a non-profit entity that assisted WaTech, formally known as Department of Information Services, in entering into a tax-exempt lease/leaseback financing structure - sometimes referred to as a "63-20 financing and delivery method."

63-20 financings were first approved by the Internal Revenue Service in 1963. Under the 63-20 structure, 63-20 bonds are issued by a nonprofit corporation on behalf of the public agency pursuant to a trust indenture with a bank trustee. This issuance by the nonprofit differentiates the 63-20 financing from COPs, where the public entity is the issuer. The 63-20 bond proceeds are deposited in a project fund held by the trustee and used to finance the capital improvements (undertaken by the nonprofit corporation) that are leased to the public agency.

The nonprofit corporation, often through a private development company, designs and builds the project. The project may be operated and maintained either by the public agency itself under the lease from the nonprofit corporation or by the nonprofit corporation through a management contract with a private management firm. Title to the project typically is held by the nonprofit during the life of the bonds. Title to the improvements is transferred to the public agency at lease maturity when the bonds issued by the nonprofit corporation are retired.

Consolidated Technology Services entered into a thirty-year financing contract with FYI Properties. Wright Runstad & Company also manages the building on behalf of FYI Properties. FYI Properties issued tax-exempt bonds in an amount sufficient to pay for design, construction and financing of the building. Wright Runstad & Company made draws from FYI Properties to pay for construction costs during the construction period. Upon completion of the construction, FYI Properties will "lease-back" all Project improvements to WaTech. At the end of the thirty- year lease term, FYI Properties will convey title to the building back to WaTech.

Since 2011, WaTech has explored whether or not it has both the statutory authority and an allocation to pay the contract for Fire Services. DES paid for the building in the past on behalf of WaTech without authorization. In a good faith effort to resolve the question of authority to pay fire protection services under RCW 52.30.020, WaTech paid for one year of fire service in the past as well. Because of the nature of the financing contract at issue, WaTech is concerned it lacks authority under RCW 52.30 since 1500 Jefferson Street is not a State-Owned building, however, WaTech would like to recompense the City in order to maintain services and preserve the building as it has a long-term leasehold interest and will be the ultimate owner. As such, it is entering this agreement as an alternative mechanism for payment under its authority of RCW 43.105.

II. Scope of Agreement

The **City of Olympia** shall do all things reasonable and necessary to provide fire protection services for the **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," as outlined in **Exhibit "A"** in the same manner as the **City of Olympia** provides fire protection services to other State agencies or establishments located within the **City of Olympia**.

The **City of Olympia** Fire Chief is responsible for management of the fire protection services provided herein. The Fire Chief is the contact person for all communication regarding any work under this Agreement. Any **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or 'WaTech', shall submit any requests for records or documents or any other inquires," to the Fire Chief.

III. Consideration

Washington State Consolidated Technology Services agency, also known as Washington Technology Solutions or "WaTech," shall pay to the **City of Olympia** the amount of **One Hundred and Seven Thousand Five Hundred Dollars and Zero Cents (\$107,500.00)** for fire protection services under this Agreement for the period starting July 1, 2021 through June 30, 2022.

Costs will be billed by as outlined in Section V. Billing/Payment Procedures.

IV. Records Maintenance

The **City of Olympia** 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 are subject to inspection or review by **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," or any other entity so authorized by law.

V. Billing/Payment Procedures

The **City of Olympia** shall invoice **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," quarterly in July, October, January, and April, per the Billing Schedule below, on or before the 10th of the quarter month (July, October, January and April), except where past payments are due, in which event the **City of Olympia** will invoice for all prior unpaid quarterly installments. **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," will pay the City of Olympia within thirty (30) days of receipt of properly executed invoice.

Annual Billing Schedule				
Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	Fiscal Year Total
July \$26,875.00	October \$26,875.00	January \$26,875.00	April \$26,875.00	Total \$107,500.00

VI. Indemnification & Insurance

Washington State Consolidated Technology Services agency, also known as Washington Technology Solutions or "WaTech," and the **City of Olympia** 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 this Agreement, except to the extent such injuries and damages are caused by the sole negligence of the other party.

VII. Agreement Alterations and Amendments

The **City of Olympia** shall provide written notification to the Department of Commerce, and **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," as required by RCW 35.21.779, of the **City of Olympia's** intent to contract for fire protections services in future years. **Washington State Consolidated**

Technology Services agency, also known as Washington Technology Solutions or "WaTech," and the **City of Olympia** may mutually amend this Agreement at any time. Such amendments are not binding unless they are in writing and signed by authorized representatives of **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," and the **City of Olympia**, or their respective designees.

VIII. Duration of Agreement

This Agreement commences on July 1, 2021 and continues through June 30, 2022, 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 is liable only for performance in accordance with the terms of this Agreement rendered prior to the effective date of termination.

X. 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.

XI. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by the **City of Olympia** and the **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "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 this 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 is unaffected.

XIII. Recording

The City shall file this Agreement with the Thurston County Auditor's Office or this Agreement may be posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

XN. Notice

Any notice required under this Agreement must 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: Fire Chief
City of Olympia
PO Box 1967
Olympia, WA 98507-1967

**Washington State Consolidated Technology Services agency,
also known as Washington Technology Solutions or "WaTech"**

Attn: Wendi Gunther, Chief Financial Officer
Washington Consolidated Technology Services (WaTech)
1500 Jefferson Street SE
PO Box 41501
Olympia, WA 98504-1501

XV. Interpretation and Venue

This Agreement is governed by the laws of the State of Washington as to interpretation and performance. Venue for enforcement of this Agreement is in the Superior Court of Thurston County, State of Washington.

XVI. Effective Date

This Agreement takes effect as of July 1, 2021 and ends June 30, 2022, unless earlier terminated as provided above.

CITY OF OLYMPIA

**Washington State Consolidated
Technical Services, "WaTech"**

Steven J. Burney, City Manager

Wendi Gunther, Deputy Director

Date: _____

Date: _____

Approved as to form:

Michael M. Young

Deputy City Attorney

Exhibit A

Tenant	Address of Building
WaTech	1500 Jefferson Office/parking Jefferson Building Data Halls Jefferson Building Utility Total square footage, 485,918