

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF OLYMPIA
AND
WASHINGTON STATE
DEPARTMENT OF ENTERPRISE SERVICES
FOR FIRE PROTECTION SERVICES
K7162**

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 "Enterprise Services" 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 2021-2022 State fiscal year. This Agreement is between the CITY and Enterprise Services, 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, 2021 through June 30, 2022; and

Whereas, the amount set forth below for Washington State Department of Enterprise Services represents the State's share of costs for the 2021-2022 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 Enterprise Services 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 Enterprise Services 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, 2021, and ends on June 30, 2022.

4. CONSIDERATION

The State of Washington agencies listed in Section 5, *Billing and Payment Procedures* shall collectively pay the CITY the amount of \$1,342,000.00 for the full year of services under this Agreement. Enterprise Services and the CITY have determined that the cost of accomplishing the work herein will not exceed \$1,342,000.00 for the 2021-2022 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	QTR2	QTR3	QTR4	Fiscal Year Total
	July	October	January	April	
Enterprise Services	\$295,240	\$295,240	\$295,240	\$295,240	\$1,180,960
SPSCC	\$33,550	\$33,550	\$33,550	\$33,550	\$134,200
Fish & Wildlife	\$1,610	\$1,610	\$1,610	\$1,610	\$6,440
State Historical Society	\$1,745	\$1,745	\$1,745	\$1,745	\$6,980
Military Department	\$3,355	\$3,355	\$3,355	\$3,355	\$13,420
Fiscal Year Total	\$335,500	\$335,500	\$335,500	\$335,500	\$1,342,000.00

Enterprise Services' invoices shall be forwarded to:

Department of Enterprise Services
Attn: Ashley Howard
PO Box 41460
Olympia, WA 98504

6. AGREEMENT ALTERATIONS AND AMENDMENTS

Enterprise Services 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 Enterprise Services and the CITY, or their respective delegates. Changes to agencies' rate and/or amounts, not Enterprise Services, must be negotiated between Enterprise Services and the agencies, in writing, prior to Enterprise Services signing the Amendment(s). Enterprise Services' rates and/or amounts will be negotiated between Enterprise Services 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. 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.

12. 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.

13. 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.

14. 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 shutdown or revocation of funding for fire protection services by the Legislature, Enterprise Services may suspend or terminate this agreement immediately upon occurrence of either event.

15. 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.

16. 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: Ashley Howard, Budget Director

Re: Interlocal Agreement with City of Olympia

PO Box 41460

Olympia, WA 98504

17. 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.

18. 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.

19. 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, 2021, 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

Department of Enterprise Services

Ashley Howard

SIGNATURE

SIGNATURE

STEVEN J. BURNEY
NAME

ASHLEY HOWARD
NAME

CITY MANAGER
TITLE

BUDGET DIRECTOR
TITLE

DATE

6/10/2021
DATE

APPROVED AS TO FORM:

Michael M. Young
DEPUTY CITY ATTORNEY

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

Building & Square Footage Rates for Olympia Fire Protection Services

Building	Parcel Number	Square Footage	% of Total Square Footage
Enterprise Services			
Conservatory (Greenhouse)	09850005000	11,453	0.28%
Governor's Mansion	09850005000	21,363	0.52%
Insurance	09850005000	62,766	1.52%
Joel M. Pritchard Building Library	09850005000	60,459	1.46%
John A. Cherberg	09850005000	107,896	2.61%
John L. O'Brien	09850005000	107,464	2.60%
Legislative	09850005000	219,206	5.31%
Legislative Garage	09850005000	14,800	0.36%
Temple of Justice	09850005000	76,053	1.84%
Ayer Press House	31300300100	3,687	0.09%
Carlyon Press House	31300300100	4,705	0.11%
Irving R. Newhouse Building	31300300100	24,296	0.59%
James M. Dolliver Building	37200800100	20,794	0.50%
ProArts	55508900601	11,012	0.27%
State Farm	55508900700	1,566	0.04%
Helen Sommers	60208100100	213,177	5.17%
Employment Security	60800200100	84,869	2.06%
DOT Garage	62900500100	154,884	3.75%
Information - Visitor Center	62900500100	1,005	0.02%
Plaza Garage S of 14th	62900500100	454,608	11.02%
Restroom at Visitor Center	62900500100	836	0.02%

Transportation	62900500100	173,226	4.20%
Powerhouse	67900000000	9,577	0.23%
Armory	78204900000	53,312	1.29%
Old Capitol	78502600000	114,331	2.77%
Washington Street Building	78506400300	14,395	0.35%
Union Avenue Building	78506400500	13,990	0.34%
Columbia St. Garage	78506600100	73,680	1.79%
General Administration	78506700500	288,270	6.98%
Old Train Depot	78507800100	3,168	0.08%
Archives (storage)	78508800000	47,915	1.16%
Land parcel for NRB Garage	78509000100	-	0.00%
Highway Licenses	78509100100	179,860	4.36%
Natural Resources Building	83909200000	301,733	7.31%
NRB Garage	83909200000	370,216	8.97%
Office Building Two	83909200000	346,988	8.41%
Plaza Garage N of 14th	83909200000	427,680	10.36%
State Daycare on Perry	85003100100	6,064	0.15%
Restroom at Heritage Park	91004700000	2,012	0.05%
Capitol Ct. Building	99700411500	43,686	1.06%
Enterprise Service Total		4,127,002	100.00%

Other State Owned Buildings			
SPSCC	12828110500	523,407	49.26%
SPSCC (Bowen bldg)	81010000100	24,254	2.28%
Coach house	51100200100	2,296	0.22%
State Capitol Museum	51100200100	12,506	1.18%
Capitol Park Building	60208100100	-	0.00%
Jefferson Building data halls	68300400300	109,998	10.35%
Jefferson Building office/parking	68300400300	362,592	34.12%
Jefferson Building utility	68300400300	13,328	1.25%
Wildlife Office	91001500000	14,214	1.34%
Other State Owned Buildings Total		1,062,595	100.00%

Grand Total

5,189,597