

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

16153

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF OLYMPIA AND
WASHINGTON STATE DEPARTMENT OF GENERAL ADMINISTRATION
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 Washington State Department of General Administration, on behalf of GA 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 2007 will expire on June 30, 2009; and

Whereas, the various state agencies with buildings located within the city limits of Olympia have authorized Washington State Department of General Administration to negotiate with the City on their behalf for Fire Protection Agreements to run from July 1, 2009 through June 30, 2011; and

Whereas, the City and the Washington State Department of General Administration 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 Washington State Department of General Administration represents its share of costs for the 2009 –2011 Biennium 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 Washington State Department of General Administration, herein referred to as "GA," agrees as follows:

I. Purpose/Objective

The purpose of this Agreement is for the CITY to provide fire protection services for State-owned buildings as noted in Exhibit "A".

II. Scope of Agreement/Work

The CITY shall do all things necessary to provide fire protection services for State-owned buildings administered by GA 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 GA shall be submitted to the Fire Chief.

III. Consideration

The State of Washington agencies listed in V. Billing/Payment Procedures shall collectively pay the CITY their portion of these costs. The State of Washington shall pay the CITY the amount of \$860,820.82 for each full year of service under this Agreement according to the calculations outlined in **Exhibit "B."** GA and the CITY have

determined that the cost of accomplishing the work herein will not exceed \$1,721,641.64 for the 2009-2011 biennial period.

Costs are pro-rated and will be billed by the CITY to the various state agencies as outlined in V. Billing/Payment procedures.

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 GA, agencies named in this agreement, or any other party so authorized by law.

V. Billing/Payment Procedures

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 will 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
General Administration	191,425.03	191,425.03	191,425.03	191,425.04	765,700.13
SPSCC	20,143.21	20,143.21	20,143.21	20,143.20	80,572.83
Fish & Wildlife	688.66	688.66	688.66	688.64	2,754.62
State Historical Society	667.14	667.14	667.14	667.12	2,668.54
Military Department	2,281.18	2,281.18	2,281.18	2,281.16	9,124.70
Fiscal Year Total	215,205.22	215,205.22	215,205.22	215,205.16	860,820.82

GA's invoices shall be forwarded to:

General Administration
Finance Office
Contracts
PO Box 41008
Olympia, WA 98504-1008

VI. Indemnification & Insurance

GA 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

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

VIII. Duration of Agreement

The period of performance of this Agreement is from July 1, 2009, and shall continue through June 30, 2011, 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 GA 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 GA, 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 days following the date of deposit in the United States Postal Service.

CITY OF OLYMPIA

Attn: Larry Dibble, Fire Chief

Re: Interlocal Agreement with Washington State Department of General Administration

PO Box 1967

Olympia, WA 98507-1967

WASHINGTON STATE DEPARTMENT OF
GENERAL ADMINISTRATION

Attn: Carrie Martin, Property Management Group Manager

Re: Interlocal Agreement with City of Olympia

210 11th Avenue SW, Room 405 – PO Box 41015

Olympia, WA 98504-1015

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.

Interlocal Agreement between City of Olympia

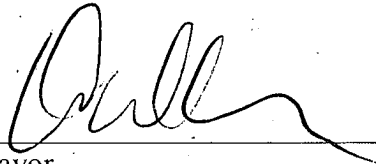
and Washington State Department of General Administration 2009

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XVI. Effective Date

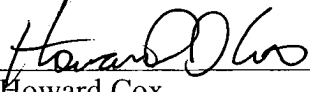
This Agreement shall take effect on July 1, 2009.

CITY OF OLYMPIA



Mayor


WASHINGTON STATE
DEPARTMENT OF GENERAL
ADMINISTRATION



Howard Cox,
Acting Assistant Director

Date: 6-16-09

Date: 6-8-09 m

Approved as to form:


City Attorney *ACA*

**INTERLOCAL AGREEMENT FOR FIRE PROTECTION SERVICES
BETWEEN
CITY OF OLYMPIA AND STATE OF WASHINGTON GENERAL ADMINISTRATION**

2009 State of Washington Square Footage (sq ft) within the City of Olympia from General Administration 4,703,127.00

Changes in sq ft for the 2009-2011 Interlocal Agreement:	Sq. Ft.	Add/Delete Sq. Ft.	Total Sq. Ft.
STATE OF WASHINGTON SQ. FT. ADDED:			
South Puget Sound Community College - Science Bldg.	51,884.00		
South Puget Sound Community College - Greenhouse	1,050.00		
South Puget Sound Community College - Applied Technology Bldg.	34,937.00		
State Daycare on Perry	7,138.00		
State Farm	1,500.00		
ProArts	11,012.00		
Subtotal		107,521.00	
STATE OF WASHINGTON SQ. FT. DELETED:			
GA Annex	(15,716.00)		
Cherry Street Building	(1,000.00)		
Legislative Budget Committee	(2,800.00)		
State Daycare - Cherry St	(5,556.00)		
WSP - Campus Security Building	(1,950.00)		
Wildlife Annex	(28,400.00)		
Caseload Council	(4,320.00)		
DOT 318 State Avenue	(15,688.00)		
Subtotal		(75,430.00)	
Change of sq ft for 2009 - 2011			32,091

2009-2011 Total of Washington State sq ft within The City of Olympia **4,735,218.00**

FORMULA	Budget	
2008's Fire Department's Budget	10,093,340.00	
Minus 2008 Fire Department's program revenues	(2,154,879.00)	
Percentages of the following City Services:		
Executive's Budget (6% Avg)	48,176.00	
Legal's Budget (20%)	20,844.00	
Human Resources Budget (13.35%)	109,770.00	
Administrative Budget (6.13% Avg)	294,253.00	
Net budget per formula	8,411,504.00	
Previous GSF - City of Olympia from 2007-2009		44,976,258
Add in last 6 months of 2006's City of Olympia sq ft.		410,586
All of 2007's added City of Olympia sq ft		524,631
First 6 month's of City of Olympia's 2008 sq ft.		358,671
2009 Total City of Olympia's sq ft		46,270,146

Take State's sq ft divide into City sq ft 10.2339%

2008's Budget per formula above 8,411,504.00
Times 10.3389% 860,820.82

New Billing amount for 2009-2011 \$860,820.82

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

New billing amount for 2009-2011	\$860,820.82
2009-2011 State's Sq. Ft.	4,735,218.00
Divide new billing amount by State's sq footage	0.1818
State's Sq footage rate for 2009-2011	0.18179
Rounded	0.18

2009-2011 Total Billing for Agreement \$860,820.82

List of State Buildings in the City of Olympia
as of May 2009

STATE AGENCY OWNER AND BUILDING NAMES	ADDRESS OF BUILDING	Gross SF	%	COSTS FY10	COSTS FY11
Department of General Administration					
Achieves (Storage)	1129 Washington St SE	51,500	1.09%	9,382.95	9,382.95
Associated Press House	1417 Columbia St SW	3,727	0.08%	688.66	688.66
Columbia St. Garage	121 Union Av SW	71,000	1.50%	12,912.31	12,912.31
Conservatory (Greenhouse)	1115 Water St SW	11,300	0.24%	2,065.97	2,065.97
Employment Security	212 Maple Park Av SE	93,200	1.97%	16,958.17	16,958.17
Employment Security Annex (Old IBM)	106 Maple Park Av SE	14,200	0.30%	2,582.46	2,582.46
GA Annex - DELETING	1058 Capitol Wy S	0			
GA Garage	124 Union Av SW	67,100	1.42%	12,223.66	12,223.66
General Administration	210 11 th Av SW	283,865	5.99%	51,563.17	51,563.17
Governor's Mansion	501 13 th Av SW	21,400	0.45%	3,873.69	3,873.69
Highway Licenses	1125 Washington St SE	193,900	4.09%	35,207.57	35,207.57
Institutions - Newhouse Building	215 Sid Snyder Av SW	25,084	0.53%	4,562.35	4,562.35
Insurance	302 Sid Snyder Av SW	65,502	1.38%	11,879.33	11,879.33
John A Chergerg	304 15th Av SW	100,377	2.12%	18,249.40	18,249.40
John L. O'Brien	504 15 th Av SW	100,700	2.13%	18,335.48	18,335.48
Legislative	416 Sid Snyder Av SW	255,564	5.40%	46,484.32	46,484.32
Natural Resources Building	1111 Washington St SE	387,558	8.18%	70,415.14	70,415.14
NRB Garage	1111 Washington St SE	394,200	8.32%	71,620.29	71,620.29
Office Building Two	1115 Washington St SE	379,204	8.01%	68,951.75	68,951.75
Old Capitol	614 Washington St SE	120,500	2.54%	21,864.85	21,864.85
Plaza Garage	200 14th AV SE	846,100	17.91%	154,173.03	154,173.03
Powerhouse	900 Water St SW	10,000	0.21%	1,807.72	1,807.72
Pritchard Building	415 15th Av SW	55,485	1.17%	10,071.60	10,071.60
Pro.Arts - ADDING	206-208 11th Ave	11,012	0.23%	1,979.89	1,979.89
Shumaker Building (UPI)	201 Sid Snyder Av SW	5,600	0.12%	1,032.98	1,032.98
State Farm - ADDING	1068 Washington Street	1,500	0.03%	258.25	258.25

List of State Buildings in the City of Olympia
as of May 2009

STATE AGENCY OWNER AND BUILDING NAMES	ADDRESS OF BUILDING	Gross SF	%	COSTS FY10	COSTS FY11
Temple of Justice	415 12th Av SW	85,900	1.81%	15,580.86	15,580.86
Transportation	310 Maple Park Av SE	204,767	4.32%	37,187.46	37,187.46
DOT Garage	310 Maple Park Av SE	165,108	3.49%	30,042.65	30,042.65
Information - Visitor Center	103 Sid Snyder Ave SW	1,500	0.03%	258.25	258.25
Capitol Park Building	1063 Capitol Wy S	57,500	1.21%	10,415.93	10,415.93
Cherry Street Building - DELETING	1515 Cherry St S	0			
Legislative Budget Committee - DELETING	531 15th Av	0			
Personnel Building	600 Franklin St SE	28,578	0.60%	5,164.92	5,164.92
State Daycare (Cherry St.) - DELETING	1514 Cherry St	0			
State Daycare on Perry - ADDING	232 Perry Street	7,138	0.15%	1,291.23	1,291.23
Union Avenue Building	120 Union Av SE	12,900	0.27%	2,324.22	2,324.22
Washington State Building	1007 Washington St SE	14,580	0.31%	2,668.54	2,668.54
WSP-Campus Security Building - DELETING	1505 Cherry St SE	0			
Caseload Council - DELETING	515 East 15th Street	0			
Capitol Ct. Building	1110 S. Capital Way	40,948	0.86%	7,403.06	7,403.06
Dolliver Building	801 Capital Way S	23,385	0.49%	4,218.02	4,218.02
Subtotal-Department of General Administration		4,211,882	88.95%	765,700.13	765,700.13
		Total 2009-2011		\$1,531,400.26	

SPSCC Community College					
SPSCC Community College System, SPCC	2001 Mottman SW	443,448	9.36%	80,572.83	80,572.83
Subtotal-SPSCC Community College		443,448	9.36%	80,572.83	80,572.83
		Total 2009-2011		\$161,145.66	

List of State Buildings in the City of Olympia
as of May 2009

STATE AGENCY OWNER AND BUILDING NAMES		ADDRESS OF BUILDING	Gross SF	%	COSTS FY10	COSTS FY11
Department of Fish & Wildlife						
Wildlife Annex - deleting		516 Washington St NE	0			
Wildlife Office - adding		600 Washington St NE	720	0.02%	172.16	172.16
Wildlife Office		600 Capitol Wy N	14,250	0.30%	2,582.46	2,582.46
Subtotal-Department of Fish & Wildlife			14,970	0.32%	2,754.62	2,754.62
			Total 2009-2011		\$5,509.24	
Washington State Historical Society						
WSHS, State Capitol Museum		211 21st Avenue SW	14,900	0.31%	2,668.54	2,668.54
Subtotal-Washington State Historical Society			14,900	0.31%	2,668.54	2,668.54
			Total 2009-2011		\$5,337.08	
Department of Transportation						
WSDOT, Annex (State Street) - deleting		318 State Ave	0			
Subtotal-Department of Transportation			0	0.00%	0.00	0.00
			Total 2009-2011		\$0.00	
Military Department						
Armory		515 Eastside St SE	43,362	0.92%	7,919.55	7,919.55
Armory-Vehicle Storage		515 Eastside St SE	6,656	0.14%	1,205.15	1,205.15
Subtotal-Military Department			50,018	1.06%	9,124.70	9,124.70
			Total 2009-2011		\$18,249.40	
Grand Total			4,735,218	100.00%	\$ 860,820.82	\$ 860,820.82
Total for 2009-2011 City of Olympia Fire Protection Services					\$1,721,641.64	