

Interlocal Agreement for Fire Protection Services

14069

THIS AGREEMENT is made and entered into, pursuant to Chapter 39.34 RCW, this 6th day of June, 2007 by and between the Washington State Department of General Administration, herein referred to as "GA," and the City of Olympia, Washington, herein referred to as "the City."

WHEREAS, the State of Washington and the City in 1993 entered into a contract pursuant to RCW 35.21.779 under which the State of Washington would pay its share of costs for fire protection services for state-owned buildings in 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 2004 will expire on June 30, 2007; and

WHEREAS, the various state agencies with buildings located within the City 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, 2007 through June 30, 2009; 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 GA represents its share of costs for the 07 – 09 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 terms and conditions contained herein, the above-named parties mutually agree as follows:

I. Statement of Work

The City shall furnish the necessary personnel and services and otherwise do all things necessary to provide fire protection services for State-owned buildings administered by GA in the same manner it provides such protection to other similar establishments in the City.

II. Terms and Conditions

All rights and obligations of the parties to this Agreement shall be governed by the terms and conditions contained in the text of this Agreement and as may be attached and incorporated herein by reference.

III. Period of Performance

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2007, and continue through June 30, 2009, unless terminated sooner as provided herein.

IV. Consideration

GA shall pay to the City the amount of Eight Hundred Thirty Thousand Four Hundred Four Dollars and Zero Cents (\$830,404.00) each year of this Agreement for the services provided as described above. Said amount shall be payable on or before July 31 of each year, based on an invoice submitted to GA from the City indicating the yearly amount.

V. Records Maintenance

The City shall maintain all budget documents and other records required by the Washington State Auditor's office, which reflect the costs of fire protection services provided within the City. These documents and records shall be subject to inspection or review by GA or any other party authorized to so inspect by GA.

VI. Contract Management

Management of the services provided herein to GA by the City shall be vested in the Olympia Fire Chief. Any requests for records or documents or any other inquires by GA shall be submitted to the City Fire Chief. The Fire Chief shall be the City's contact person for all other communications regarding the conduct work under this Agreement.

VII. Indemnification

Each party shall defend, protect, and hold harmless the other party from and against all claims, suits, and/or actions arising from any negligent or intentional acts or omissions of that party's employees, agents, and/or authorized representatives while acting under this Agreement.

VIII. 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.

IX. Termination

Either party may terminate this Agreement 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 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. The determination of the Dispute Resolution board shall be final and binding on the parties, unless one of the parties seeks judicial review of the decision of the Dispute Resolution Board pursuant to RCW 7.04.150.

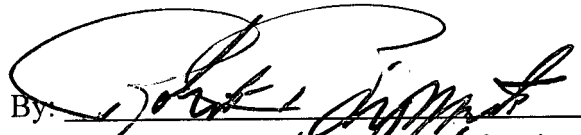
XI. All Writings Contained Herein

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 shall be deemed to exist or to bind any of the parties hereto.

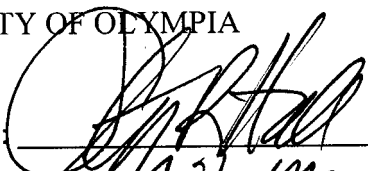
XII. Severability

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, shall be unaffected.

WASHINGTON STATE DEPARTMENT OF
General Administration:

By: 
Its: Sr. Deputy Asst. Director
Date: 6/6/07

CITY OF OLYMPIA

By: 
Its: City Manager
Date: 6/6/07

