

TOWN OF EATONVILLE

Agenda Staff Report

Agenda Item No.:	_____	Meeting Date:	<u>April 27, 2015</u>
Subject:	<u>Resolution 2015-K Authorizing the</u>	Prepared by:	<u>Gregory A. Jacoby</u>
	<u>The Mayor to Execute an Agreement</u>		<u>Town Attorney</u>
	<u>With the Washington State Patrol for</u>	Atty Routing No:	_____
	<u>Fire Safety Review and Inspections</u>	Atty Review Date:	<u>April 22, 2015</u>

Summary: As part of the regular process for issuing building permits, the Town reviews building plans and conducts inspections. Pursuant to this agreement, the Washington State Patrol will provide fire safety reviews and inspections associated with residential and commercial construction. The cost of these services is included in the building permit fee that the Town collects from the building permit applicant, as provided in EMC 16.04.44.

Recommendation: Staff recommends adoption of Resolution 2015-K authorizing the Mayor to execute an agreement with the Washington State Patrol for fire safety review and inspection services

Motion for consideration: I move to adopt Resolution 2015-K authorizing the Mayor to execute an agreement with the Washington State Patrol for fire safety review and inspection services

Fiscal Impact:

Attachments: Resolution 2015-K
WSP Contract No. K10770

RESOLUTION 2015-K

**A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON,
AUTHORIZING THE EXECUTION OF A GENERAL SERVICES
AGREEMENT WITH WASHINGTON STATE PATROL FOR FIRE
SAFETY REVIEW AND INSPECTIONS**

WHEREAS, the Town of Eatonville has a need for fire safety reviews and inspections of residential and commercial building construction within the Town's limits; and

WHEREAS, the Town previously contracted with Washington State Patrol in the area of Fire Safety Review and Inspections in 2013 and the Town was satisfied with the service received; and

WHEREAS, the Town's original contract with Washington State Patrol expired on June 30, 2013; and

WHEREAS, Washington State Patrol has agreed to perform the services for the Town of Eatonville in accordance with Exhibit A, Statement of Work for the period April 1, 2015 through December 30, 2017; now, therefore,

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON,
HEREBY RESOLVES AS FOLLOWS:**

THAT: The Mayor is authorized to execute on behalf of the Town the attached General Services Agreement with Washington State Patrol, WSP Contract No. K10770.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 27th day of April 2015.

Mike Schaub, Mayor

ATTEST:

Kathy Linnemeyer, Town Clerk

WASHINGTON STATE PATROL General Services Agreement Fire Safety Review and Inspections		WSP Contract No. K10770	
		Other Contract No.	
This Agreement is between the State of Washington, Washington State Patrol and the Purchaser identified below.			
PURCHASER NAME Town of Eatonville		Purchaser DBA (if necessary)	
Purchaser Location Address PO BOX 309 EATONVILLE WA 98328		Purchaser Billing Address (if different from location address)	
Purchaser Contact Name MR. TIM LINCOLN		Purchaser Contact Telephone 360-832-3361, X116	
Purchaser Contact Fax 360-832-3977		Purchaser Contact E-mail Address tlincoln@eatonville-wa.gov	
WSP Contact Information			
WSP Project Manager Name and Title Ms. Barbara McMullen Chief Deputy State Fire Marshal		WSP Project Manager Address Fire Protection Bureau PO Box 42642, Olympia WA 98504	
Telephone 360-596-3911	Fax 360-596-3934	E-mail Address Barbara.mcmullen@wsp.wa.gov	
WSP Administrative Contact Name and Title Holly White Contracts Specialist		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602	
Telephone (360) 596-4076	Fax (360) 596-4077	E-mail Address holly.white@wsp.wa.gov	
Agreement Start Date 04/01/2015	Agreement End Date 12/30/2017	Agreement Amount See exhibit A, Statement of Work	
ATTACHMENTS. When the boxes below are marked with an X, the following Exhibits are attached to and incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibit A, Statement of Work. <input type="checkbox"/> Additional Exhibits as specified:			
This Agreement, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Agreement and have the authority to enter into this Agreement.			
FOR THE WASHINGTON STATE PATROL:		FOR THE PURCHASER:	
WSP Signature	Date	Purchaser Signature	Date
Printed Name and Title John R. Batiste, Chief		Printed Name and Title	

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 4/23/07

WSP GENERAL SERVICES AGREEMENT (Continued)

1. **Statement of Work.** WSP shall perform services for the Purchaser in accordance with Exhibit A, Statement of Work, which is attached hereto and incorporated herein.
2. **Fees.** The Purchaser shall reimburse WSP for services rendered under the terms of this Agreement according to the rates and fees established in Exhibit A, Statement of Work.
3. **Payment for Services.** WSP shall bill the Purchaser no more than once per month in accordance with this Agreement. WSP shall send billings to the Purchaser billing address identified on Page 1 of this Agreement. The Purchaser shall reimburse WSP within 30 days of receipt of billing from WSP.
4. **Definitions.**

"Agreement" means this General Services Agreement, including all documents attached or incorporated by reference, and any amendments executed in accordance with this Agreement.

"Purchaser" means the entity purchasing services as defined in Exhibit A, Statement of Work, from WSP, and includes the Purchaser's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For the purposes of this agreement, the Purchaser shall not be considered an employee or agent of WSP.

"WSP" means the State of Washington, Washington State Patrol, federal employer identification number 91-6001127, and its officers, directors, trustees, employees and/or agents. For the purposes of this agreement WSP shall not be considered an employee or agent of the Purchaser.

5. **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 written consent of the other party.
6. **Agreement Alterations and Amendments.** WSP and the Purchaser may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Purchaser.
7. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
8. **Disputes.** In the event a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Purchaser shall appoint a member to the Dispute Board. The Chief of WSP and the Purchaser shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Agreement.
9. **Governing Law.** This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.
10. **Indemnification.** The Purchaser shall be responsible for and shall indemnify and hold WSP harmless for all claims resulting from the acts or omissions of the Purchaser.

WSP GENERAL SERVICES AGREEMENT (Continued)

11. **Maintenance of Records.** During the term of this Agreement and for six years following termination or expiration of this Agreement, both parties shall maintain records sufficient to document:
- Performance of all acts required by statute, regulation, rule, or this Agreement;
 - Substantiate the parties' statement of its organization's structure, tax status, capabilities and performance; and
 - Demonstrate accounting procedures, practices and records which sufficiently and properly document WSP's invoices to the Purchaser and all expenditures made by WSP to perform as required by this Agreement.
12. **Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order to:
- Applicable federal and state law, regulations and rules;
Exhibit A, Statement of Work;
Any other provision of this Agreement; and
Any document incorporated by reference.
13. **Personnel.** WSP employees performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.
14. **Severability.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall 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.** Except as otherwise provided in this Agreement, either party may terminate this Agreement, in whole or in part, upon thirty (30) calendar 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 for performance rendered prior to the effective date of termination.
16. **Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the party and attached to the original Agreement.

STATEMENT OF WORK

1. Statement of Work.

a. Description of Services: WSP shall conduct fire safety reviews and inspections of the Public Agency's construction projects. Activities include, but are not limited to:

- Attending Meetings
- Plan Reviews
- Site inspections for proper installation of fire sprinkler systems
- Acceptance testing of fire sprinkler systems

b. **Task Orders:** Work shall be assigned by a negotiated Task Order and must be signed by both parties. Each Task Order must identify the specific project, the maximum amount payable for the Task Order, and the period of performance for the Task Order. Each Task Order, once accepted by the Public Agency and WSP, shall be an amendment to this agreement.

2. Fees. The Public Agency shall reimburse WSP for actual costs associated with each Task Order up to the maximum Task Order amount. These costs include:

- a. Actual salaries and benefits of WSP Fire Protection Bureau staff providing services
- b. Mileage at the current WSP mileage reimbursement rate
- c. Per diem and lodging and current State of Washington approved rates
- d. Indirect costs applied against direct costs charged to the Purchaser under the Task Order at WSP's current federally approved indirect rate
- e. Any other direct costs identified in the Task Order