

**AMENDMENT NO. 2
TO
INTERLOCAL AGREEMENT FOR JOINT TRAINING SERVICES AND USE OF THE CITY OF
OLYMPIA MARK NOBLE REGIONAL TRAINING CENTER**

This Amendment documents the parties' mutual agreement to modify Interlocal Agreement No. 25134 (the Agreement) between the CITY OF OLYMPIA ('CITY') and FIRE PROTECTION DISTRICT 3, Thurston County ("DISTRICT").

WHEREAS, on November 17, 2016, the CITY and the DISTRICT entered into an Interlocal Agreement for Joint Training Services and Use of the City of Olympia Mark Noble Regional Training Center; and

WHEREAS, on July 18, 2019, the CITY and the DISTRICT approved an amendment to Appendix A related to personnel hours for Joint Training Services and Use of the City of Olympia Mark Noble Regional Training Center; and

WHEREAS, Appendix A of the Agreement allows the CITY to collect an annual fee from the DISTRICT for nonexclusive access to the Training Center for fire ground training, and provide for other fees, which the respective Fire Chiefs are delegated the authority to approve without the consent of their governing body under certain conditions: and

WHEREAS, in consideration of the mutual benefits and covenants contained herein;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 4 of the Agreement is hereby amended to read as follows:

4. AMENDMENTS. The OFD and the DISTRICT agree that, except with respect to Appendix A, any amendments to this Agreement must be made by each party's respective governing body in order to be effective.

4.1 Amendment to Appendix A. The governing bodies of the CITY and the DISTRICT, respectively, expressly authorize the Fire Chief of each Party to modify Appendix A within the deadlines set forth in Agreement Section ~~7~~8.5 Any Agreement to modify Appendix A must be made in writing, signed by the Fire Chief of OFD and the Fire Chief of the DISTRICT, and properly re-filed/posted together with this Agreement, in accordance with state law applicable to interlocal agreements.

2. Section 7.5 of the Agreement is hereby amended to read as follows:

7.5 Change in Payment. ~~On or before July 1 of any year,~~ OFD may propose increased costs for use of the Training Center due to inflation, an increase in the costs of operating the Training Center, or other obligations of the OFD. Modification must be agreed upon in writing no later than ~~September 30~~December 31st of that year and memorialized in an amendment to Agreement Appendix A. If OFD and the DISTRICT fail to agree, either OFD or the

DISTRICT may terminate the Agreement effective ~~December 31 of that year~~ January 1 of the year in which the increased costs would take effect, without regard to other notice requirements in this Agreement.

3. Appendix A of the Agreement is hereby amended to read as follows:

APPENDIX A

FUNDING AND PERSONNEL HOURS

Annual Fee: DISTRICT shall pay to the CITY a flat rate of ~~\$71,500~~ \$75,100 annual fee for nonexclusive access to the Training Center for fire ground training.

Consumables: If additional consumables are used, DISTRICT shall pay the CITY the actual cost plus 30%.

District Specific Training Items: DISTRICT shall pay to the CITY the actual costs for any outlays requested by the DISTRICT for specific training benefit of the DISTRICT, which are paid for by the CITY. For example, the DISTRICT may request that the CITY purchase portable dump tanks or like items for DISTRICT use.

Personnel Hours: Any personnel hours paid by the DISTRICT to DISTRICT employees who perform training instruction on behalf of the CITY at the Mark Noble Regional Training Center (MNRTC) shall be collected from CITY training documents, and a credit of the total hours will appear on the billing statements for Joint Training Services and Use of the ~~City of Olympia Mark Nobel Regional Training Center~~ MNRTC as an offset to the ~~previously agreed upon amount as detailed in this Appendix A of the original agreement.~~ Similarly, any personnel hours paid by the CITY to CITY employees who perform training instruction on behalf of the DISTRICT at the MNRTC shall be collected from training documents and a credit of the total hours will appear on the billing statements for Joint Training Services and Use of the City of Olympia MNRTC as an offset to the amount as detailed in this Appendix A. Any personnel hours collected after the December 1 billing shall be carried forward to the following billing.

Any specific deliverables that the DISTRICT shall contribute to joint training efforts shall be collected from CITY training documents and a credit of the total specific deliverables will appear on the billing statements for Joint Training Services and Use of the City of Olympia Mark Nobel Regional Training Center as an offset to the previously agreed upon amount as detailed in ~~Appendix A of the original agreement.~~ Any specific deliverables collected after the December 1 billing shall be carried forward to the following billing.

4. Except as expressly provided in this Amendment No. 2 to the Interlocal Agreement, all other terms and conditions of the original Interlocal Agreement as amended in Amendment No. 1 shall remain in full force and effect.

LACEY FIRE DISTRICT 3

CITY OF OLYMPIA, WASHINGTON

District Fire Chief

Steven J. Burney, City Manager

DATE: _____

DATE: _____

Approved as to Form:

Approved as to Form:

Attorney for Fire District 3



Deputy City Attorney