

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND THURSTON COUNTY FIRE PROTECTION
DISTRICT 8
FOR
TRAINING SERVICES AT THE CITY OF OLYMPIA MARK NOBLE REGIONAL
TRAINING CENTER**

1. This agreement for training services (“Agreement”) is between the City of Olympia (“OLYMPIA”) and Thurston County Fire District 8 (DISTRICT)

2. **RECITALS.**

2.1 **Interlocal Cooperation.** RCW 39.34.010 permits local governments 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.

2.2 **Agreements Authorized.** 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 the contract sets forth the purposes, powers, rights, objectives and responsibilities of the contracting parties.

2.3 **Purpose.** The purpose of this Agreement is to provide a set number of hours of fire training, to the DISTRICT at OLYMPIA’s Mark Noble Regional Fire Training Center (“Training Center”) located at 1305 Fones Road in Olympia, Washington, subject to the terms and conditions outlined in this Agreement and any exhibits or attachments incorporated by reference.

3. **DEFINITIONS.** In this Agreement, the following words shall have the meanings set forth below:

3.1 **Director of Training:** – Chief of Operations at the Training Center, employed by OLYMPIA at the Olympia Fire Department (“OFD”), responsible for managing the Training Center, which includes but is not limited to, setting curricula, scheduling classes, conducting evaluations of the effectiveness of the training programs, selecting training personnel, and determining performance and participation standards.

3.2 **Training Officers:** Employees from the OFD, or other agencies, designated by the Director of Training to perform certain tasks.

3.3 **Instructors**: Employees from the OFD, or other agencies, designated by the Director of Training to train and instruct firefighters, firefighter paramedics, and fire officers of their own or another department/district.

3.4 **Off Peak Training Hours**: Training on evenings between 1700-2200 and Sunday 0800-2200.

4. **RESPONSIBILITIES OF: The DISTRICT**

4.1 **General**. In its use of the Training Center, DISTRICT personnel shall adhere to all OFD facility rules and regulations, policies, and schedules as set forth by the Director of Training and in Appendix B.

4.2 **Annual Fee and Training Deliverables**. The DISTRICT shall pay to OFD a fee for nonexclusive access to and use of the Training Center ("Annual Fee"). The Annual Fee and list of training deliverables is set out in Appendix A to this Agreement. In the event this Agreement is effective for portions of a year, the annual fee shall be pro-rated accordingly.

4.3 **Consumables**. The DISTRICT shall pay OLYMPIA directly for consumables, at actual cost plus an admin fee of an additional 15%. The Consumables Fee is payment for items used in standard fire training, including but not limited to items such as propane, smoke fluid, sheetrock, OSB, and similar supplies.

4.4 **Method of Payment**. OFD will produce twice yearly billing statements on June 1 and December 1 that will include Annual and Consumables fees, as well as any additional costs provided for under this Agreement for the DISTRICT's use of the Training Center. The DISTRICT agrees to remit payment to the OFD within thirty (30) days of receipt of the OFD's invoice.

5. **POLICIES & PROCEDURES – COMPLIANCE WITH LAW**

5.1 **Policies**. The DISTRICT shall comply with OFD's Fire Training Center Rules & Regulations, Policies, and Procedures. These are subject to change at the discretion of OFD. Except when such advance notice is impractical or unreasonable, OFD shall give at least thirty (30) days' advance, posted written notice of any changes. Provided that, when training on or related to vehicles or equipment of The DISTRICT (e.g., water tender,), policies, procedures or protocols of The DISTRICT shall be followed. All policies and procedures shall be in writing and available to the Parties.

5.2 **Law**. The Parties shall comply with all applicable federal, state, and local laws including, without limitation, all OLYMPIA codes, ordinances, resolutions, and standards as they currently exist or are hereafter amended or newly adopted.

6. INDEMNIFICATION

6.1 **Indemnification.** The DISTRICT shall defend, indemnify and hold OLYMPIA, its officers, officials, employees and volunteers harmless from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the DISTRICT's use of the Training Center or from any activity, work or thing done, permitted, or suffered by the DISTRICT in or about the Training Center, except only such injury or damage as is caused by the negligence of OLYMPIA, subject to the terms of 6.2, below.

6.2 **No Indemnification for Joint DISTRICT/OFD Training.** When OFD and the DISTRICT are training jointly at the Training Center, each party shall be responsible for its own defense of any claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property arising out of such joint training.

6.3 **Waiver of Immunity.** It is specifically and expressly understood that the indemnification provided herein constitutes the waiver by each Party to immunity under industrial insurance, Title 51 RCW, solely for the purposes of the indemnification under this Agreement Section 6. This waiver has been mutually negotiated by the Parties.

7. INSURANCE

The DISTRICT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the Training Center.

7.1 **Minimum Scope of Insurance.** The DISTRICT shall maintain insurance of the types described below, on the forms described or shall provide evidence of equivalent coverage.

7.1.1 **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.1.2 **Commercial General Liability** insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability.

7.1.3 **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

7.2. **Minimum Amounts of Insurance.** The DISTRICT shall maintain the following insurance limits:

7.2.1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

7.2.3. **Commercial General Liability** insurance shall be written with limits no less than \$5,000,000 each occurrence, \$10,000,000 general aggregate.

7.3 **Verification of Coverage.** The DISTRICT shall furnish OLYMPIA with certificates or other evidence of insurance coverage.

7.4 **Failure to Maintain Insurance.** Failure on the part of the DISTRICT to maintain the insurance required shall constitute a material breach of Agreement, upon which OLYMPIA may, after giving written notice to the DISTRICT to correct the breach, immediately terminate the Agreement.

7.5 **No Limitation.** The DISTRICT's maintenance of insurance as required by the Agreement shall neither be construed to limit the liability of the DISTRICT to the coverage provided by such insurance, nor to otherwise limit OLYMPIA's recourse to any remedy available at law or in equity.

8. **NO JOINT BOARD.** This Agreement creates no joint board and no separate legal entity.

9. DISPUTE RESOLUTION

9.1 **Informal.** The MNRFTC Director of Training, together with the DISTRICT'S Assistant Chief of Training and Safety, shall meet and attempt to resolve any matter of training, scheduling, personnel, financing or any other dispute arising out of this Agreement. In the event that the parties fail to resolve the dispute, the Fire Chief of each Party shall meet and attempt to resolve any remaining issues. In the event the parties remain unable to reach agreement, the City Manager of the City of Olympia, who has ultimate authority over the Training Center and its activities, shall make a final decision on the dispute.

9.2 **Mediation.** Should the DISTRICT disagree with the OLYMPIA City Manager's decision, the DISTRICT may request mediation within thirty (30) days of the City Manager's decision. Upon agreement to mediate, the Parties shall attempt to mediate the dispute through a mutually agreeable third party. The cost of the mutually agreeable mediator will be born equally by the parties. Either party may terminate mediation at any time. If the parties cannot agree to a decision at mediation, either party may take such action as authorized under the Agreement, including commencement of an action in court.

10. GENERAL

10.1 **Amendments.** Except expressly allowed for revisions to Appendix A of this Agreement, no amendment to this Agreement shall be valid unless evidenced in writing, properly agreed to and authorized by each Party's governing authority.

10.2 **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall remain valid and in full force and effect.

10.3 **No Third Party Benefits.** This Agreement is entered into for the benefit of the Parties to the Agreement only and shall confer no benefits, direct or implied, on any third persons.

10.4 **Assignment.** Neither the DISTRICT nor OLYMPIA shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

10.5 **No Waiver.** Failure or delay of either Party to declare any breach or default immediately upon occurrence shall not waive such breach or default.

10.6 **Captions.** The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

10.7 **Equal Opportunity to Draft.** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement and Appendix A. No ambiguity shall be construed against either Party upon a claim that the Party drafted ambiguous language.

10.8 **Recording.** Prior to its entry, 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.

10.9 **Notice.** Any notice required under this Agreement shall be to the Party at the address listed below and shall become effective three (3) days following the date of deposit in the United States Postal Service.

OLYMPIA

Attn: Fire Chief
Re: Training Agreement with TCFD 8
PO Box 1967
Olympia, WA 98507-1967

THURSTON COUNTY FIRE PROTECTION DISTRICT 8

Attn: Fire Chief
Re: Training Agreement with City of Olympia
3506 Shincke RD NE
Olympia, WA 98506

10.10 **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.

10.11 **Entire Agreement.** This Agreement and Appendix A set forth all terms and conditions agreed upon by the OLYMPIA and the DISTRICT, and supersedes any and all agreements oral or otherwise with respect to the subject matter addressed herein.

11. RECORDS

11.1 **Financial Records.** Each Party agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and maintain such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the other Party, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

11.2 **Public Records Generally.** Each Party shall maintain public records in accordance with state law, in the manner and for the time period applicable to such records. If either Party receives a request for records created as a part of this program, each Party agrees to fully cooperate with the other in a timely response to any such request.

11.3 **Training Records.** The DISTRICT shall be responsible for maintaining its own individual firefighter training records.

12. DURATION OF AGREEMENT & TERMINATION

12.1 **Effective Date.** This Agreement shall take effect after all authorizing signatures are affixed hereto and proper compliance with filing pursuant to RCW 39.34.040.

12.2 **Term.** Unless otherwise terminated as provided herein, this Agreement shall continue until December 31, 2015

12.3 **Non-Appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future budget (calendar) year, neither OLYMPIA nor the DISTRICT will be obligated to continue the Agreement after the end of the current calendar year, and this Agreement will automatically terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to either Party in the event this provision applies.

12.4 **Surviving Provisions.** Agreement Sections 6, Indemnification, and 11, Records, shall survive the termination of this Agreement, pursuant to their terms.


13. AUTHORIZATION AND EXECUTION. Each Party warrants that it is duly authorized to enter this Agreement and that the person(s) executing the Agreement are authorized to execute the Agreement for and on behalf of the identified Party

14. RATIFICATION. Any training performed and subsequent payment made in 2014 in reliance on this Agreement that is prior to its effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

CITY OF OLYMPIA

Mayor Stephen H. Buxbaum

Approved as to Form:



Assistant City Attorney

Date: _____

THURSTON COUNTY FIRE PROTECTION DISTRICT 8



Chairman of the Board

Approved as to Form:

Date: 3/17/2014

APPENDIX A

FUNDING AND DELIVERABLES

(1) Annual Fee: The DISTRICT shall pay to the OLYMPIA a flat rate annual \$3830.00 fee for a specified number of off-peak fire training hours, nonexclusive access to the Training Center property for fire ground training as outlined in this Agreement, and certain Consumables. Instructor fees billed by and paid directly to Bates Technical College

(2) Scheduling: The DISTRICT is responsible for coordinating scheduling with OFD, so as to avoid any scheduling conflicts with other training. After the training schedule is set by OFD, communication to the DISTRICT Members regarding schedules and training content is the responsibility of the DISTRICT.

(3) Consumables: The DISTRICT shall pay OLYMPIA directly for the actual cost of consumables plus an additional administration fee of 15%.

(4) Training Deliverables:

2014

To be Scheduled: (Monday) Blue Card two Monday Evenings X 3 hours = 6 hours	6 hours CTC Facility 1 Metro instructor*
May: (Sunday) FGS Firefighter Survival three X 8 hours = 24 hours	24 hours Facility 2 Metro Instructors*
June – Aug: (Sunday) Drill Ground Training nine consecutive Sunday's with 1 Instructor for 6 students = 36 hours	36 hours Facility 1 Metro Instructor*
August: (Sunday) Live Fire 2 Metro instructors. NOTE: 12 Student Maximum	8 hours Facility Live Fire Prop 2 Metro LFT Instructors*
Oct: (Monday) Blue Card two Monday Evenings X 3 hours = 6	6 hours CTC Facility 1 Metro instructor*

2015

January: No Training	
February: (Sunday) Live Fire 2 Metro instructors. NOTE: 12 Student Maximum	8 hours Facility Live Fire Prop 2 Metro LFT Instructors*
March: (Sunday) instructed Vent class NOTE: 10 Student Maximum 4 hours	4 hours Facility 1 Metro Instructor*
April: (Monday) Blue Card two Monday Evenings X 3 hours = 6 hours	6 hours CTC Facility 1 Metro instructor*
May: (Sunday) FGS Firefighter Survival three X 8 hours = 24 hours	24 hours Facility 2 Metro Instructors*

June – Aug: (Sunday) Drill Ground Training nine consecutive Sunday's with 1 Instructor for 6 students = 36 hours	36 hours Facility 1 Metro Instructor*
August: (Sunday) Live Fire 2 Metro instructors. NOTE: 12 Student Maximum	8 hours Facility Live Fire Prop 2 Metro LFT Instructors*
Oct: (Monday) Blue Card two Monday Evenings X 3 hours = 6	6 hours CTC Facility 1 Metro instructor*

NOTE: * Bates Technical College Instructor fees apply to each of these training sessions and are not covered in the price of this agreement. Instructor's fees are billed by Bates Technical College and paid by the District on a separate invoice directly to Bates Technical College. Those fees are projected to be of approximately \$7865.00 per year.

(5) Attendance:

- Attendance at scheduled training is required. Absences will be counted as training hours.

(6) Specific Training/Curricula:

- Live Fire Training – Blue Card Simulations, and Vent Training”
- Fire Ground Survival – Joint IAFF & IAFC copyrighted program.
- Other (discretionary) curricula, as approved by the Director of Training.

(7) Operational Contacts for OLYMPIA (in order of authority):

- 1. Olympia Training Officer (Initial Contact)**
- 2. Director of Training for MNRFTC**
- 3. Olympia Fire Chief**
- 4. Olympia City Manager (Highest Authority)**

APPENDIX B

CITY OF OLYMPIA MARK NOBLE REGIONAL FIRE TRAINING CENTER RULES & REGULATIONS FOR USE OF PREMISES UPDATED MAY, 2013

General rules:

- All fire training shall be performed in accordance with all applicable laws, regulations, and safety standards including but not limited to NFPA standards and applicable WAC provisions;
- There shall be no alteration of onsite props;
- Users are required to remove all personal items at the end of the training and shall leave the facilities and grounds in the same condition as when they arrived;
- User shall supervise trainees and ensure that all trainees are properly informed about rules and regulations of the facility as well as proper protocol for the particular Training;
- User understands that additional instruction and/or training may be occurring in other areas of the MNRFTC at the same time as User's Training and User will ensure that trainees stay within the areas specifically reserved for this Training, except when necessary to enter or exit the MNRFTC.
- Decisions of the City of Olympia's designated MNRFTC Trainers and Instructors are final.

Rules specific to classroom use:

- Occupancy is limited to 30;
- Food and beverages are allowed at the trainer's discretion.

For rules specific to live fire training, see the document entitled,

STRUCTURAL FIRE TRAINER ACTION PLAN (issued at time of live fire training event).

Misuse of the facility and/or failure to comply with these Rules & Regulations, as well as those posted on the Premises, may result in the City's cancellation and/or early termination of a training event, possible forfeiture of the fee and potential denial of any future use.

Reservations & Fees:

- Reservations and fees cannot be transferred to another organization and/or individual without the express written permission of the MNRFTC Director of Training ("Director").

Cancellation:

- Should User wish to cancel the Training, notice to the City must be received at least seven (7) days prior to the scheduled Training except for instances of Greater Alarm Calls or disasters. User recognizes that without proper notice of cancellation, the City may be unable to schedule another event in the area that was to be used for the Training. **Should User cancel without the required notice, the availability of future training reservations will be at the sole discretion of the City depending on the circumstances.**