

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND THE CITY OF TUMWATER
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 the City of Tumwater (TUMWATER”).

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 is 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.

2.4 **Purpose.** The purpose of this Agreement is to provide detail of fire training, including consumables, to the Tumwater Fire Department (“TFD”) 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 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.

4. RESPONSIBILITIES OF TFD

4.1 **General.** In its use of the Training Center, TFD 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.** TFD 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. As noted in Appendix A, the Annual Fee may be increased upon agreement of both parties for the 2021 to 2022 period to compensate for increased operating cost to OFD. In the event this Agreement is effective for portions of a year, the annual fee must be pro-rated accordingly.

4.3 **Consumables.** TUMWATER shall pay a set fee to OLYMPIA for the use of standard consumables (“Consumables Fee”), above those defined in the list of deliverables. Consumables include items such as propane, smoke fluid, sheetrock, OSB, and similar supplies. The Consumables included in the contract are detailed in Appendix A.

4.4 **Method of Payment.** OFD shall 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 TFD’s use of the Training Center. TFD shall 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.** TFD 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 TFD (e.g., water tender, crash rescue equipment), TFD personnel shall follow TFD policies, procedures, or protocols. All policies and procedures must 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.** TUMWATER 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 TFD's use of the Training Center or from any activity, work or thing done, permitted, or suffered by TFD 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 TFD/OFD Training.** When OFD and TFD are training jointly at the Training Center, each party is 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

TUMWATER 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.** TUMWATER shall maintain insurance of the types described below, on the forms described or shall provide evidence of equivalent coverage through the Washington Cities Insurance Association (WCIA):

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

7.1.2 **Commercial General Liability** insurance must be written on Insurance Services Office (ISO) occurrence form CG 00 01 and must 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.** TUMWATER 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 \$ - 2,000,000 per accident.

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

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

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

7.5 **No Limitation.** TUMWATER's maintenance of insurance as required by the Agreement may neither be construed to limit the liability of TUMWATER 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 a TFD Chief, 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 TUMWATER disagree with the OLYMPIA City Manager's decision, TUMWATER 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 is 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 remains 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 confers no benefits, direct or implied, on any third persons.

10.4 **Assignment.** Neither TUMWATER nor OLYMPIA has 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 does 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 may 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. No ambiguity may be construed against either Party upon a claim that the Party drafted ambiguous language.

10.8 **Recording.** Prior to its entry, the Parties shall file this Agreement 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 must be delivered to the Party at the address listed below and becomes effective three (3) days following the date of deposit in the United States Postal Service.

OLYMPIA

Attn: Fire Chief
Re: Training Agreement with City of Tumwater
PO Box 1967
Olympia, WA 98507-1967

TUMWATER

Attn: Fire Chief
Re: Training Agreement with City of Olympia
555 Israel Rd. S.W.
Tumwater, WA 98501

10.10 **Interpretation and Venue.** This Agreement is 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 is 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 TUMWATER, 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 shall 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 are 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 shall fully cooperate with the other in a timely response to any such request.

11.3 **Training Records.** TFD shall be responsible for maintaining a contract with an agreed upon vendor in support of this Interlocal with City of Olympia. See Appendix A for detail of specific responsibilities of each agency.

12. DURATION OF AGREEMENT & TERMINATION

12.1 **Effective Date.** This Agreement takes effect on 1/1/2021 or the date of the last authorizing signature affixed and proper recording hereto.

12.2 **Term.** Unless otherwise terminated as provided herein, this Agreement continues until December 31, 2022.

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 TUMWATER 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 accrues to either Party in the event this provision applies.

12.4 **Surviving Provisions.** Agreement Sections 6 and 11 survives 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

CITY OF OLYMPIA

Steven J. Burney, City Manager

Date: _____

Approved as to Form:

Michael M. Young

City Attorney

CITY OF TUMWATER

Pete Kmet, Mayor

Date: _____

Approved as to Form:

City Attorney

APPENDIX A

FUNDING, DELIVERABLES AND RESPONSIBILITIES

(1) Annual Fee: TUMWATER shall pay to OLYMPIA a flat rate annual **\$86,080** fee for specific fire training as detailed, nonexclusive access to the Training Center property for fire training as outlined in this Agreement, and certain Consumables. Fee may be increased upon agreement of both parties for the 2021 to 2022 period to compensate for increased operating cost to OFD.

(2) Scheduling: TFD 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 TFD Members regarding schedules and training content is the responsibility of TFD.

(3) Consumables: TUMWATER shall pay to OLYMPIA for consumables above and beyond those described in Training Deliverables, below. The fee included in the annual fee includes items such as, propane, smoke fluid, sheetrock, and the first 90 sheets of OSB.

(4) Training Deliverables:

Completion of this training meets:

- Washington Administrative Code 296-305
- NFPA requirements of 1403 “Standards on Live Fire Training Evolutions”

APPENDIX A (cont.)**Annually**

<i>Blue Card Command Training</i>		<i>Records Management</i>		<i>Discretionary Training</i>	
<i>Required on-line course not included within this contract</i>	<i>Train all TFD Officers in initial BC Certification Program AND; provide monthly command sim-training at CTC (last Thursday of month)</i>	<i>Per-Person cost paid directly to agreed upon vendor</i>	<i>See attached list of defined deliverables section (5)</i>	<i>TFD and/or OFD instruction plus TFD self-directed training (first 90 sheets of OSB included)</i>	<i>TFD shall have access to full MNRFTC campus (as available) no less than 150 hours annually</i>
		<i>Multi Company Operations Training</i>			
<i>Live Fire Training</i>		<i>Fire Ground Survival</i>		<i>Search and Rescue/May Day Ops/Truck Co. Operations</i>	
<i>Direct Delivery (includes propane, ntg, and smoke fluid)</i>	<i>Members engaged in firefighting duties certified bi-annually</i>	<i>Direct Delivery (includes sheetrock for prop)</i>	<i>Member engaged in firefighting certified bi-annually</i>	<i>Includes consumables as needed per discipline</i>	<i>TFD will be offered one slot for each of their three shifts at every CMT HOT event offered.</i>

(5) Records Management:

Olympia will provide Record Management through an agreed upon vendor for all uniformed TFD members to include:

- Initial platform set-up to include entering personnel data
- Initial training of all users to be coordinated and managed and validated by designated TFD medic or officer.
- Distribution of required WAC, and Capital Metro Training to be coordinated and managed and validated by designated TFD medic or officer.
- Distribution of Thurston Co. EMT required training to be coordinated and managed and validated by designated TFD medic or officer.
- Administrative training for TFD Training Officer to manage training records outside the scope of CMT and required annual training.

APPENDIX A (cont.)

- Data entry of Capitol Metro training events.
- Records management for volunteers may be negotiated but is not within the scope of this agreement.

(6) TFD will ensure that:

- Responsible TFD members will provide personnel training rosters to OFD with all required information, for entry into records management software by OFD in a timely manner.
- Responsibility of quality control within the records management site and entered/archived data pertaining to TFD members remains with the Tumwater Fire Department and TFD Designated Training Officer.
- Assure that TFD members adhere to the rules & regulations for use of premises. (Appendix B)
- A contract with Target Solutions, consistent with the features specified by the City of Olympia remains in force throughout the duration of this agreement.

(7) Attendance:

- Attendance at scheduled training is required. Absences will be counted as training hours.
- City of Olympia will not be liable for any issues arising from TFD members not completing on-line or hands on assigned training.

(8) Specific Training/Curricula:

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

(9) 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").
- TFD and OFD has agreed to allow Tumwater Police Department to utilize up to 36 hours of TFD's training time annually.

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.**