

PROGRAM PARTICIPATION AGREEMENT

CITY OF OLYMPIA

This Program Participation Agreement is entered into by the City of Olympia, (“Program Participation Agency”) and Snohomish County Regional Training Consortium (the “Training Consortium”).

I. RECITALS

WHEREAS, Snohomish Regional Fire and Rescue, South Snohomish County Fire & Rescue Regional Fire Authority, the City of Everett, and the City of Marysville entered into an Interlocal Agreement to establish the Training Consortium to provide regular and specialty training and educational programs to the member Agencies, and those other Agencies as the Administrative Board may approve, through a collaboration of personnel, equipment, property, and funds, collectively “Resources”, as determined through an adopted funding formula, at a level determined by and for each Agency.

WHEREAS, pursuant to Paragraph 13.2 of the Interlocal Agreement, the Consortium authorized this Program Participation Agreement with Program Participation Agency for specific and limited programs provided by or through the Training Consortium.

WHEREAS, Program Participation Agency desires to become a Program Participation Agency under the Interlocal Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

II. TERMS

Section 1: Authority and Prior Agreements.

The parties to this Program Participation Agreement, exercising the powers granted to them by statute or by official organizational authority, enter into this Program Participation Agreement for the purposes identified in Section 2.

Section 2: Purpose.

The purpose of this Program Participation Agreement is to establish Program Participation Agency as a Program Participation Agency under the Interlocal Agreement for the following program(s) (the “Program”):

Snohomish County Training Consortium Training Academy

Section 3: Duration of Agreement.

This Program Participation Agreement shall commence on **September 12, 2022** (“Effective Date”) and shall terminate automatically (i) at the end of the Program, (ii) upon termination of the Interlocal Agreement, or (iii) upon thirty (30) days’ written notice and opportunity to cure to

Program Participation Agency for default in the payment of the Fee or any part thereof, failure to meet the Insurance Requirement, or failure to comply with the Personnel Requirement, whichever occurs first.

Section 4: Fee.

Program Participation Agency shall pay those amounts as assessed by the Administrative Board (the "Fee") according to the terms and conditions set forth in the Interlocal Agreement which is expressly incorporated herein as Exhibit A.

Section 5: Insurance.

Program Participation Agency shall provide and maintain suitable commercial general liability and auto liability insurance policies (the "Insurance Requirement") according to the terms and conditions set forth in the Interlocal Agreement which is expressly incorporated herein. Program Participation Agency shall provide the Training Consortium with a Certificate of Liability Insurance or other evidence of coverage; provided, however, if Program Participation Agency is self-insured, it shall provide a letter of self-insurance in lieu of the coverage.

Section 6: Personnel.

Program Participation Agency shall cooperate with the Training Consortium and allow its assigned employees and volunteers to perform the functions (the "Personnel Requirement") according to the terms and conditions set forth in the Interlocal Agreement, which is expressly incorporated herein.

Section 7: Limited Rights.

Program Participation Agency has no interest in Joint Resources under the Interlocal Agreement, shall not hold position or participation rights within the Administrative Board, and shall have no administrative or decision-making authority.

Section 8: Indemnification.

Program Participation Agency shall defend, indemnify, and hold the Administrative Board, full participating Agencies, Associate Agencies, other Program Participation Agency, and their agents, employees, and/or officers (collectively "Indemnified Parties") harmless from, and shall process and defend, at its own expense, any and all claims, demands, suits, penalties, losses, damages, or costs of whatsoever kind or nature brought against them arising out of or caused by the indemnifying party's negligent acts and/or omissions. Nothing in this Program Participation Agreement shall be construed to require the Program Participation Agency to defend, indemnify, and hold harmless any other party against any liability to the extent it arises from or is caused by the negligence or fault of the Training Consortium, its agents, employees, and/or officers.

Program Participation Agency agrees that its obligations under this provision extend to any claim demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of Program Participation Agency's immunity under Washington's Industrial Insurance Act, RCW Title 51, with respects to the Indemnified Parties only, and only to the extent necessary

to provide Indemnified Parties with a full and complete indemnity of claims made by the Program Participation Agency's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

Section 9: Applicable Law.

This Program Participation Agreement shall be governed by and construed according to the laws of the State of Washington. Nothing in this Program Participation Agreement shall be construed as altering or diminishing the rights or responsibilities of the parties as granted or imposed by State law. In the event any litigation may be filed between the parties regarding this Program Participation Agreement, the parties agree that venue shall rest in the Superior Court of Snohomish County, Washington.

Section 10: Disputes.

The parties shall comply with the Dispute Resolution provisions of the Interlocal Agreement to resolve any disputes.

Section 11: No Third-Party Benefit.

It is agreed that this Program Participation Agreement does not create a partnership or joint venture relationship between the parties and does not benefit or create any rights in any third party.

Section 12: Entire Agreement.

This Program Participation Agreement, the Interlocal Agreement, and exhibits constitute the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements between the parties relating to the subject matter hereof. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

The Program Participation Agreement and the Interlocal Agreement shall be interpreted harmoniously to effectuate the intent of the parties. In the event of any conflicts, the agreement that provides greater protection or benefits to the Agencies shall control.

Section 13: Amendment.

This Program Participation Agreement may be amended or modified only by written instrument signed by the parties hereto.

Section 14: Savings.

Should any provision of this Program Participation Agreement be deemed invalid or inconsistent with any federal, state, or local law, ordinance or regulation, the remaining provisions shall continue in full force and effect.

Section 15: Recording.

A copy of the Agreement shall be recorded with the Snohomish County Auditor's Office or listed by subject on a public agency's web site as required by RCW 39.34.040 prior to its entry into force.

Section 16: Survivability.

All covenants, promises, and performances that are not fully performed as of the date of termination shall survive termination as binding obligations.

Section 17: No Waiver.

No failure by either party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Program Participation Agreement, or to exercise any right or remedy for a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. No waiver shall affect or alter this Program Participation Agreement, and each and every covenant, agreement, term, and condition of this Program Participation Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

Section 18. Notices

All communications regarding this Program Participation Agreement shall be sent to the parties as follows:

Training Consortium: Snohomish County Regional Training Consortium
12425 Meridian Avenue
Everett, WA 98208

Program Participation Agency: City of Olympia Fire Department
Attention: Fire Chief
100 Eastside Street NE
Olympia, WA 98506

Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail via the United States Postal Service and shall be deemed sufficiently given if sent to the addressee stated in this Program Participation Agreement or such other address as may be hereafter specified in writing.

Section 19. Neutral Authorship.

Each of the provisions of this Program Participation Agreement has been reviewed and negotiated and represents the combined work product of both parties. No presumption or other rules of construction, which would interpret the provisions of this Program Participation Agreement in favor of, or against, the district preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Program Participation Agreement.

Section 20: Counterparts.

This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, the parties have executed this Program Participation Agreement as of the first date written below.

**SNOHOMISH COUNTY REGIONAL
TRAINING CONSORTIUM**

CITY OF OLYMPIA

Title

Date

Steven J. Burney, City Manager

Date

Approved as to Form:



Deputy City Attorney