

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND LACEY FIRE DISTRICT 3
TO SPONSOR
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 Lacey Fire District #3 ("LFD3").

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.

2.4 **Purpose.** The purpose of this Agreement is to provide authority for the LFD3 to sponsor a training called Capital Metro Fire Girls' Camp 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:**

3.1 **Director of Training:** – Chief of Operations at the Training Center, employed by OLYMPIA at the Olympia Fire Department ("OFD"), is 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 the Training Center 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 **CAPITAL METRO FIRE GIRLS' CAMP.** Capital Metro Fire Girls' Camp is a program organized by LFD3 through a group called the Capital Metro Fire Girls Camp. LFD3 wishes to sponsor Capital Metro Fire Girls' Camp at the Mark Nobel Training Center and invite trainers from others in the fire services profession to assist LFD3 in putting on a training camp related to the fire service. Capital Metro Fire Girls' Camp is a two day camp for girls age 14-18 that provides training and leadership experience, problem solving simulations, practice in teamwork and physical fitness opportunities all related to the job demands of the modern fire service. Participants are mentored through the activities to push their minds and bodies to new limits and learn that they are capable of doing things, like firefighting, that they may have never thought was possible.

4. RESPONSIBILITIES OF LFD3

4.1 **General.** LFD3 will sponsor Capital Metro Fire Girls' Camp at the Training Center and shall do all things necessary to coordinate with OLYMPIA for such program. In its use of the Training Center, LFD3 shall ensure that anyone it sponsors shall adhere to all OFD facility rules and regulations, policies, and schedules as set forth by the Director of Training and in Appendix A.

4.2 **Consideration.** LFD3 shall be responsible for all arrangements for hosting the training, training scheduling, and coordination with the Director of Training, in addition to obtaining any participation assumption of risk and hold harmless waivers releasing OLYMPIA, required by OLYMPIA for such training program. LFD3 shall also be responsible for ensuring that every adult who has access to program participants has passed a background checked in his/her jurisdiction either under the Child and Adult Abuse Information Act (Washington) or equivalent required statute in the jurisdiction where the fire services worker is located.

5. POLICIES & PROCEDURES – COMPLIANCE WITH LAW

5.1 **Policies.** LFD3 and those it sponsors 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 LFD3 (e.g., water tender,), policies, procedures or protocols of such LFD3 members shall be followed. All policies and procedures shall be in writing and available to the Parties.

5.2 **Law.** LFD3 and those it sponsors 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.** LFD3 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 LFD3, its employees, officials, volunteers, trainers, participants and those who it sponsors' (collectively "LFD3's Users") for their use of the Training Center or from any activity, work or thing done, permitted, or suffered by LFD3's Users in or about the Training Center, except only such injury or damage as is caused by the sole negligence of OLYMPIA, subject to the terms of 6.2, below.

6.2 **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

A. Insurance Term

User shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the User and his or her guests, representatives, volunteers and employees.

B. No Limitation

User's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the User to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

C. Required Insurance

User's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The Public Entity shall be named as an additional insured on User's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage.

The insurance policy shall contain, or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the User's insurance and shall not contribute with it.

D. Public Entity Full Availability of User Limits

If the User maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the User, irrespective of whether such limits maintained by the User are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the User.

E. Certificate of Insurance and Acceptability of Insurers

The User shall provide a certificate of insurance evidencing the required insurance before using the Premises.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

LFD3 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.** LFD3 shall maintain insurance of the types described below:

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.** LFD3 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. \$1,000,000 per occurrence or per claim limits for sexual abuse and molestation insurance.

7.3 **Verification of Coverage.** LFD3 shall furnish OLYMPIA with certificates or other evidence of insurance coverage.

7.4 **Failure to Maintain Insurance.** Failure on the part of LFD3 to maintain the insurance required shall constitute a material breach of Agreement, upon which OLYMPIA may, after giving written notice to LFD3 to correct the breach, immediately terminate the Agreement.

7.5 **No Limitation.** LFD3's maintenance of insurance as required by the Agreement shall neither be construed to limit the liability of LFD3 to the coverage provided by such insurance, nor to otherwise limit OLYMPIA's recourse to any remedy available at law or in equity.

7.6 **Additional Insured.** LFD3 shall name the CITY OF OLYMPIA as an additional insured on its commercial general liability policy.

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 LFD3, 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 decision on the dispute.

9.2 **Mediation.** Should LFD3 disagree with the OLYMPIA City Manager's decision, LFD3 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.** 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 LFD3 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. 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
City of Olympia
Attn: Fire Chief
Re: Training Agreement with LFD3/ Capital Metro Fire Girls' Camp
PO Box 1967
Olympia, WA 98507-1967

LFD3
Lacey Fire District #3
Attn: Steve Brooks
1231 Franz Street SE
Lacey, WA 98503

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 LFD3, 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.** LFD3 shall be responsible for maintaining any necessary training records from the Capitol Metro Fire Girls Camp.

12. DURATION OF AGREEMENT & TERMINATION

12.1 **Effective Date.** This Agreement shall take effect on the date of the last authorizing signature affixed after proper recording.

12.2 **Term.** Unless otherwise terminated as provided herein, this Agreement shall continue until completion of the training outlined in this Agreement.

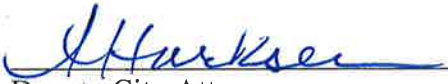
12.3 **Surviving Provisions.** Agreement Sections 6 and 11 shall survive the termination of this Agreement, pursuant to their terms.

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.

CITY OF OLYMPIA:

Approved as to Form:

Steven R. Hall, City Manager
Date: _____



Deputy City Attorney

LACEY FIRE DISTRICT #3:

Approved as to Form:

Date: _____

APPENDIX A

CITY OF OLYMPIA MARK NOBLE REGIONAL FIRE TRAINING CENTER RULES & REGULATIONS FOR USE OF PREMISES

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.**