

**INTERLOCAL AGREEMENT BETWEEN**  
**THE CITY OF OLYMPIA AND BATES TECHNICAL COLLEGE**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between Bates Technical College, hereinafter referred to as "Bates," and the City of Olympia, hereinafter referred to as "the City."

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. SUBSTANTIVE PROVISIONS

- A. Pursuant to authority under RCW Chapters 39.34, 28B.50, and 41.08, and the City of Olympia Fire Department, the City and Bates desire to enter into an agreement for the purpose of using the City's Fire Training Center, hereinafter referred to as "the Training Center," for student training. Bates may rent the Training Center for Fire Service-related college training, and City may request Bates instructors to instruct non-Olympia Fire Department members in fire-related college courses or other related training at the Fire Training Center.
- B. When Bates requests to rent the Training Center, Bates may utilize portions of the Training Center for the purpose of college-related fire training at mutually agreeable times and dates.
- C. When Bates rents the Training Center, Bates agrees to pay the City Fire Department an hourly rental fee from the facility's current fee schedule used by other fire departments when they rent the facility. The fee will be based upon portions of the facility used for the appropriate number of hours utilized.
- D. At the request of the Olympia Fire Department, Bates will provide instructors and college courses for instruction assignments, at the Fire Training Facility. Each training request will be made with enough advanced notice for all related arrangements to be made. All faculty members will be pre-approved by the Olympia Fire Department. Whenever possible and appropriate, Bates will provide these courses for college credit. Otherwise, Bates will provide Certificates of Completion. The City will provide completed Bates registration forms for all participants whenever possible and appropriate. Instructors are acting on behalf of Bates and Bates indemnifies the City while they are instructing, except for gross negligence by the City or its facility, against any future injury based on statements or actions of the instructor.
- E. The City will pay Bates an instructor fee of \$55.00 per hour that will be based upon an hourly cost of the training provided. Course fees shall include the direct cost of the instructor's wages and any and all Bates administrative fees, benefits including Labor

and Industries coverage for the instructors while on City property, and any other applicable fees, costs or taxes.

2. TERM. This Agreement shall commence on upon the date of the last signature to this agreement and terminate on December 31, 2017. The Contract Administrators of this agreement may mutually agree in writing to extend this Agreement for an additional one year period.
3. COMPENSATION AND METHOD OF PAYMENT.
  - A. When Bates requests to rent the Training Center, Bates agrees to pay the City Fire Department an hourly rental fee based upon the current fee schedule utilized by other fire departments when they rent the facility. The fee will be based upon portions of the facility used for the appropriate number of hours utilized. The City shall invoice Bates on a monthly basis. Bates shall pay the City thirty (30) days after receipt of such invoice.
  - B. Prior to each calendar year, the City will provide an updated facility rental fee based upon business costs. Any rental fee increase shall be agreed upon in writing by the parties.
  - C. When the City requests Bates instructors and courses to be instructed at the Training Center, the hourly instructor's rate shall be \$55.00 per hour, per instructor, and this will be invoiced on a monthly basis for the appropriate number of instructor hours. In addition, the City agrees to pay a flat rate of \$150 per month for the college affiliation fee. When Bates invoices the City for the hourly instructor's rate of \$55.00 per hour and the \$150 per month for the college affiliation fee, no other tuition fees or student fees will be charged by Bates. The City shall pay Bates within thirty (30) days after the receipt of such invoice.
  - D. Prior to each calendar year, Bates will consider an instructor's fee increase based upon business costs. Any increase shall be agreed upon in writing by the parties.
4. TERMINATION. This Agreement may be terminated by either party with sixty (60) days written notice to the administrative officers, as provided in Section 15 herein.
5. GOVERNANCE. This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules.
  - b. Duties of the parties.
  - c. Any other provisions of this Agreement, including material incorporated by reference.
6. ASSIGNMENT. This Agreement shall not be assigned in whole or in part by the City or Bates without prior written approval of both parties.

7. MODIFICATION. This Agreement may be modified or amended from time to time upon the mutual written consent of both parties. A copy of such written consent shall be appended to this Agreement and by this reference incorporated herein.
  
8. EQUAL OPPORTUNITY EMPLOYER.
  - A. In all services, programs or activities provided by Bates, and all hiring and employment by Bates made possible by or resulting from this Agreement, there shall be no discrimination by Bates or by Bates' employees, agents, subcontractors or representative against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, veteran status, sexual orientation or the presence of any disability, including sensory, mental or physical handicaps; provided -however, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position. This requirement shall apply, but not be limited to, the following: employment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Bates shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights act of 1964, the Americans with Disabilities Act Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of Bates' breach, may result in ineligibility for further City agreements.
  
  - B. In the event of Bates' noncompliance or refusal to comply with the above nondiscrimination requirements, this Contract may be rescinded, canceled, or terminated in whole or in part, and Bates may be declared ineligible for further contracting with the City. Bates shall, however, be given a reasonable time in which to correct this noncompliance.
  
  - C. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Bates must complete and return the Statement of Compliance with Non-Discrimination attached as Exhibit A.
  
9. LIABILITY AND INDEMNIFICATION. The parties agree that with respect to any claim, cause or action or suit arising out of the activities described in this Agreement, each party shall be liable only for the acts or omissions of its agents, officers and employees. Each party shall indemnify the other for claims by third parties arising out of the negligence of the inventor's officers, agents, and employees acting in the scope of their duties. In the event of allegations of concurrent negligence, each party will bear its own defense costs and its proportionate share of liability based on its percentage of negligence causing the liability.
  
10. DISPUTE RESOLUTION. The parties shall first attempt to settle any dispute arising out of the conduct of this Agreement through negotiation by appointed representative of the parties involved. Each party shall appoint a representative to a dispute panel. Those representatives shall mutually agree upon a third person to chair the panel. The dispute panel shall thereafter decide the dispute with the majority prevailing. No organization shall have recourse to the courts unless an attempt has been made to settle the dispute under the mechanism set forth herein.
  
11. INDEPENDENT CAPACITY. Bates, or employees or agents of Bates, are not employees of the City, nor shall they make any claim of right, privilege or benefit which would accrue to an

employee of the City under the laws of the State of Washington.

12. SEVERABILITY. If any provision of this Agreement or any provision of any law, rule or document incorporated by reference into this Agreement, shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which legally can be given effect without the invalid provision. To this end the provisions of this Agreement are declared to be severable.
13. MISCELLANEOUS MATTERS. The parties shall not jointly acquire any property, real or personal, or engage in any joint financing of activities. No common budget is established. No separate legal entity or joint organization whatsoever is created.
14. COMPLETE EXPRESSION. This Agreement and any written attachments or amendments thereto constitute the complete contractual expression of the parties and any oral representations or understandings not incorporated herein are excluded. No prior agreements shall be effective for any purpose.
15. FILING. Upon mutual execution of this Agreement, the City shall cause it to be filed with the Thurston County Auditor or post the agreement on its website, as authorized law.
16. NOTICES AND CONTRACT ADMINISTRATION. The Contract Administrator for the City shall be the Fire Chief of the City of Olympia Fire Department. The Contract Administrator for Bates College shall be the President of Bates College.

All notices with regard to this agreement shall be sent in addition to any other legal requirement to:

CITY:

City of Olympia

ATTN: Olympia Fire Chief

P.O. Box 1967

Olympia, WA 98507

BATES:

Bates College

ATTN: Executive Dean of Instruction/ South Campus Administrator

2201 78<sup>th</sup> Street

Tacoma, WA 98409

**CITY OF OLYMPIA**

By: \_\_\_\_\_  
Mayor

P.O. Box 1967  
Olympia, WA 98501-1967

Date: \_\_\_\_\_ APPROVED AS TO FORM:

By: Darren Neneber  
Deputy City Attorney

**BATES TECHNICAL COLLEGE**

By: [Signature]

Its: Executive Dean of Financial Services/CFO

Date: 1/23/2014

