

INTERLOCAL AGREEMENT-USE OF TRAINING FACILITIES

THIS INTERLOCAL AGREEMENT is made by and between Pierce County Fire Protection District No. 6, or Central Pierce Fire & Rescue (hereinafter referred to as "Owner") and Pierce County Fire District #18 (hereinafter referred to as "User").

WHEREAS, the Owner has certain training facilities, consisting of real property and personal property, which may be made available not only for training of Central Pierce personnel but also training of personnel of other municipal corporations; and

WHEREAS, the User is a municipal corporation with employees or volunteers who the User will permit to use the training facilities of the Owner in accordance with all applicable rules and regulations of the Owner; and

WHEREAS, the User recognizes its obligation to pay for the use of the facilities in accordance with the schedule of rates and charges currently placed in effect by the Owner; and

WHEREAS, the User acknowledges that its personnel will be expected to sign a release and hold harmless agreement, wherein they assume all risks associated with using the facility:

NOW THEREFORE IT IS HEREBY AGREED BETWEEN THE PARTIES, AS FOLLOWS:

1. Authority. This agreement is entered into pursuant to the authority of RCW 39.34.
2. Purpose and Scope. The purpose of this agreement is to set forth the agreed terms and conditions, pursuant to which, other municipal corporations will be allowed to use the training facilities of Central Pierce Fire & Rescue (the Owner), subject to payment of the agreed fees or charges. This agreement and the availability of the facilities does not extend to Special Operations or Hazardous Materials (HAZMAT) training by outside agencies.
3. Term of Agreement. This agreement shall be in full force and effect from the date of execution through the end of 2003, but will be renewed automatically unless terminated pursuant to the terms hereof.
4. Hold Harmless/Indemnification. The User will hold harmless and indemnify the Owner against any and all claims for damages, including but not limited to all costs of defense including attorneys fees, all personal injury or wrongful death claims, all workers' compensation claims or other on-the-job injury claims, arising in any way whatsoever out of the use by User's personnel of the Owner's training facilities at any location.
5. Accountability. The User acknowledges that it is accountable for the good behavior and proper conduct of its personnel, while they are using the Owner's training facilities. Such personnel shall be and remain at all times, the employees or volunteers of User, while on the premises at any of Owner's training facilities. Such User shall assure the Owner that all such personnel are duly qualified to present themselves for such training.
6. Payment. User agrees to pay Owner for the use of the training facilities in accordance with the adopted schedule of rates and charges, as shown on Exhibit A, attached hereto, within 45 days after receipt of invoice.
7. Waiver and Release. Each of the personnel allowed by User to use the training facilities, or come on to the premises during training shall be required to sign a waiver and release of

claims against the Owner. User agrees to cooperate in obtaining such signatures, and will not allow persons not signing the waiver and release to participate. Both parties acknowledge that many of the props and other training facilities may present special dangers to persons using them and that emergency services training with regard to various rescue techniques is inherently dangerous work. Therefore, it is understood and agreed that User's personnel assume the risk of such extra-hazardous activity.

8. Termination of Agreement. Either party may terminate this agreement upon 30 days written notice to the other party, provided that Owner may terminate immediately without notice if it discovers that User or any of its personnel are violating the agreement or any of the safety rules governing the training facility. If either party terminates the agreement any outstanding accounts will still be paid.
9. Supplies. Disposable or expendable supplies will not ordinarily be used or consumed by Users under this agreement, provided that if such supplies are used, they will either be replaced in like kind and amount or they will be billed to the User.
10. Owner's Agent/Point of Contact. The Owner's Agent and point of contact for administration of this interlocal agreement shall be the Training Division, and its highest ranking officer.
11. Hours of Operation. If the facility in question has limited hours of operation, pursuant to applicable regulations or permit conditions, the User shall comply with such hours.
12. Scheduling. The User shall endeavor to schedule use of any training facility covered by this agreement at least 15 workdays in advance of the proposed training date.
13. Minimum Rates. Unless superseded by Exhibit A hereto, the minimum rates for all Users, for use of any training facility shall be \$25 per hour, per apparatus (i.e. engine, ladder, heavy rescue, etc.) with a minimum charge of \$200 per usage, regardless of hourly duration.
14. Effective Date. The effective date of this agreement shall be June 1, 2010, which is the date of execution of the agreement by the governing body of the User.
15. Attorney Review. It is agreed that both parties have had the opportunity to have their legal counsel review and approve this agreement. In the event that both parties contract for the services of the same attorney, each party consents to the dual representation of each of them by the Attorney who has drafted this agreement for the mutual benefit of both parties.
16. Complete Agreement. This Agreement is the full and complete understanding of the parties and there are no other agreements, either verbal or written, which would alter the terms of this document.

FOR THE USER:

FOR THE OWNER:

_____-User

PIERCE COUNTY FIRE PROTECTION
DISTRICT 6-Owner


Fire Chief