

**INTERLOCAL AGREEMENT
FIRE TRAINING CENTER**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this 24TH day of MARCH, 2025 by and between the Thurston County Fire Distric #3 d/b/a Lacey Fire District #3, a Washington municipal corporation/political subdivision (hereinafter referred to as “LFD”) and Thurston County Fire District #6 d/b/a East Olympia Fire District #6 (hereinafter referred to as “EOFD”), a Washington municipal corporation/political subdivision, and hereinafter referred to individually as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the Washington State Interlocal Cooperation Act, Revised Code of Washington (RCW) 39.34.010, authorizes local government units to cooperate and to enter into cooperative agreements for their mutual benefit; and

WHEREAS, LFD is an authorized municipal corporation/political subdivision of the State of Washington, operating independently under RCW 52.12.031; and

WHEREAS, EOFD is an authorized municipal corporation/political subdivision of the State of Washington, operating independently under RCW 52.12.031; and

WHEREAS, EOFD has a training center facility at its Station #64, 9530 Old Highway 99 SE, Olympia, Washington (the “Training Center”) available for use by other entities and desires to make the Training Center available to LFD;

WHEREAS, LFD desires reserve and use EOFD’s Training Center for LFD’s training purposes;

WHEREAS, the parties and their citizens will benefit from cooperation in this matter; and

WHEREAS, pursuant to the authority granted by Chapter 39.34 RCW, the Parties wish to enter into and carry out this interlocal agreement for LFD’s use of the Training Center.

NOW, THEREFORE, the parties, through their respective legislative bodies do hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is to comply with Chapter 39.34 RCW and to authorize the Parties to cooperate for LFD’s use of the Training Center.
2. **Duration of Agreement.** The term of this agreement and the performance thereof shall commence on 3/24/2025 and renew automatically continued each subsequent year hereto and pursuant to the terms and conditions of this contract unless terminated as provided for below and herein.

3. Definitions.

- A. Class A Live Fire Training.** A structure built of conventional building materials; or structures built of containers specifically designated for conducting live fire training evolutions (Class A) on a repetitive basis.
- B. Class B Live Fire Training.** Props use propane or natural gas to simulate fire behavior and include dumpster and car fire.
- C. General Training.** Additional training props available on the training grounds, as well as the classroom.

4. LFD Obligations. LFD shall be solely and fully responsible for operating, managing, hiring, staffing, insuring, setting policies and procedures for, and complying with all applicable federal, state and local laws and regulations related to its use of Training Center. LFD shall complete and submit the forms attached hereto as Exhibit A.

- A. Application.** LFD shall complete and submit an application (“Application”) to EOFD for each use of the Training Center (“Training Event(s)”) in the form attached hereto as Exhibit A. Certificates of insurance as shall be attached to the Application in order for the Application to be deemed complete.
- B. Reservations.** Reservations for Training Events shall made by contacting EOFD Headquarters Station #61 at 360-491-5533 during business hours of 8:00 AM to 4:30 PM. Monday through Friday. Reservations shall not be transferred to another organization and/or individual without the express written permission of EOFD.
- C. Waivers.** LFD shall execute and have all LFD Training Event instructor(s), trainer(s), and participants or trainees using the Training Center sign, to the greatest extent possible, applicable waivers attached hereto as Exhibit B.
- D. Fees.** LFD shall pay EOFD for each Training Event (“Fee”) pursuant to the fee schedule attached hereto as Exhibit C.
- E. Rules and Regulations.** LFD shall comply with the rules and regulations set forth in this Section 4.F. for Training Center use. Misuse of the Training Center or failure to comply with the terms of this Agreement may result in cancellation or early termination of a Training Event, possible forfeiture of the Fee, and potential denial of any future use of the Training Center at EOFD’s sole discretion.
 - a. All fire training shall be performed in accordance with all applicable laws, regulations, and safety standards including but not limited to National Fire Protection Association (“NFPA”) standards and applicable regulatory provisions.
 - b. There shall be no alteration on any of the onsite training props.

- c. LFD is required to remove all personal items at the end of the Training Event and shall leave the Training Center and grounds in the same condition as when it arrived. Fees and penalties may be imposed in an amount up to \$250.00, plus the actual cost of cleanup and/or repair.
- d. LFD shall supervise trainees or Training Event participants and ensure that all trainees are properly informed about the Training Center use rules as well as proper protocol for the particular training.
- e. LFD understands that additional instruction and/or training may be occurring in other areas of the Training Center at the same time. LFD will ensure Instructors/Operators and trainees stay within the areas specifically reserved for their Training Event, except when necessary to enter or exit the Training Center. Decisions of EOFD designated Trainers and Instructors are final.
- f. In the event LFD desires to use its own instructors, the instructors must be certified to present the intended type of instruction and will be required to participate in an orientation session on the training props being used for the intended training.
- g. For Class A Live Fire Training, the Instructors(s)/Operator(s) will be a EOFD member(s) or another individual who has received initial training from EOFD or the manufacturer in the use of the Class A prop. In using the Training Center, LFD trainees and Training Event participants shall adhere to all safety standards as indicated by applicable Washington law and NFPA.

F. Cancellation. EOFD reserves the right to cancel a Training Event at any time, with or without cause. LFD may cancel a scheduled Training Event upon providing written notice to EOFD at least seven (7) days prior to the scheduled Training Event except for instances of Greater Alarms Calls or disasters. Should LFD cancel a Training Event without proper notice, any deposit will be forfeited to EOFD and the availability of future training reservations will be made at the sole discretion of EOFD.

G. Damages. LFD shall be solely responsible for any damage to the Training Center associated with any Training Event or related activities and shall be invoiced by EOFD to recover the costs of any necessary repairs.

- 5. Means of Joint Undertaking.** No separate legal entities shall be created to implement the terms of this agreement. Each party shall maintain ownership of its vehicles, apparatus, and all property. The Parties hereto are and shall remain independent of each other. Each Party is solely responsible for the payment of any applicable federal, state, occupational, FICA, or unemployment taxes owed to employees and contractors.

6. Modification, Review, Interpretation, and Termination.

A. Modification and Review. This Agreement may be modified by mutual agreement of both parties hereto, and shall be reviewed no less than annually. No modification or amendment to this agreement shall be valid unless evidences in writing and properly agreed to and signed by both parties.

B. Interpretation. This Agreement is and shall be deemed jointly drafted and written by both parties and shall not be construed or interpreted against the other party originating or preparing it.

C. Termination. This Agreement may be terminated at any-time by either Party for any reason, with or without cause, upon thirty (30) days' advance notice. Notice under this paragraph must be in writing to be effective.

7. Insurance. For General Training, LFD shall obtain and provide evidence to EOFD of Commercial Liability Insurance coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate, in addition to Automobile Liability Insurance coverage with a combined single limit of \$1,000,000.

For Class A or B Live Fire Training, LFD shall obtain and provide proof of Commercial Liability insurance coverage in the amount of \$5,000,000 per occurrence and \$10,000,000 general aggregate, in addition to Automobile Liability Insurance coverage as outlined above.

The insurance limits stated herein are not intended to be an indication of exposure, nor are they limitations on indemnification.

LFD must name EOFD as an "ADDITIONAL INSURED." The Certificate of Insurance together with the endorsement naming EOFD as an additional insured shall be furnished to EOFD at least one week prior to the Training Event. If LFD cannot name EOFD as an "Additional Insured" due to membership in an insurance pool that precludes such an endorsement, LFD must provide proof of pool membership with sufficient evidence of coverage at least one week prior to the Training Event.

8. Hold Harmless Indemnification. LFD shall defend, indemnify, and hold harmless EOFD, its officers, officials, employees, and agents from any and all damages, claims, demands, suits, actions, costs, losses, fines, penalties, and liability of any kind, including attorneys' fees, arising out of or in connection with the performance of this Agreement or the use of the Training Center by LFD, its contractors, officers, officials, employees, and agents, whether or not caused by EOFD's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes LFD's waiver of immunity under the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated. This provision shall survive the completion, expiration, or termination of this Agreement.

9. **Integration Clause.** This Agreement constitutes the entire agreement, understanding, and intent between the parties and supersedes all other agreements concerning the subject matter contained within this agreement.
10. **Dispute Resolution.** The Parties agree to make all reasonable efforts to resolve any disputes concerning the terms and conditions or performance of the agreement through informal, good faith negotiations. If a dispute cannot be resolved through direct discussions, mediation may, by mutual consent, be initiated. In the event the parties determine to initiate mediation, a mutual acceptable mediator shall be selected by the parties for the purpose of facilitating the mediation process. The mediator shall be selected based on his or her expertise of the nature of the matter in dispute and their ability to facilitate a settlement. The cost of such mediation shall be shared equally between the parties.

In the event the dispute is not resolved in mediation or the parties do not agree to mediation, the parties may pursue any other form of relief provided for by law. At all times prior to resolution of the dispute, the parties shall continue to perform and comply with all requirements of this agreement in the same manner and under the same terms as existed prior to the dispute.
11. **Severability.** If any section or part of this Agreement is to be held to be invalid, such section shall not affect the validity of any other part of this Agreement.
12. **Waiver.** The failure by either Party to exercise its rights under this agreement shall not preclude that party from any subsequent exercise of such rights and shall not constitute a waiver of any rights under this agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original agreement.
13. **Non-Exclusive Agreement.** The Parties to this Agreement shall not be precluded from entering into similar agreements with other municipal corporations or political subdivisions.
14. **Governing Law and Venue.** The laws of the State of Washington govern this agreement, and any actions brought hereunder shall be brought exclusively in the Superior Court of the State of Washington in Thurston County.
15. **Contact Persons.** For purposes of effectuating and further implementing this interlocal agreement, the contact person for LFD shall be the Fire Chief or their designee and for EOFD shall be the Fire Chief or their designee.
16. **Filing of Agreement.** Pursuant to RCW 39.34.040, filing of this Agreement with the County Auditor's Office shall be the responsibility of both parties, or alternatively, listed by subject on a public agency's website or other electronically-retrievable public source.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 24TH day of
MARCH _____, 2025.

DocuSigned by:
ANDREW SCHAFFRAN
B5BC9E7A529E49E...
FIRE CHIEF _____ 3/25/2025

DocuSigned by:
Jennifer Schmidt
FEEDE1176B664E6...
FIRE CHIEF _____ 3/24/2025

THURSTON COUNTY FIRE DISTRICT #6

LACEY FIRE DISTRICT #3