

To be filed with Clark County Auditor

INTERLOCAL AGREEMENT
BETWEEN FIRE DISTRICT 5 AND THE CITY OF
VANCOUVER FOR
A SAFETY AND COMPLIANCE PROGRAM

THIS IS AN INTERLOCAL AGREEMENT, entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the Northwest Regional Training Center (the Training Center), under the direction of Fire District 5, a political subdivision of the State of Washington, and the City of Vancouver, a municipal corporation and charter city of the first class of the State of Washington (the "City"), by which the Training Center is able to provide a variety of safety and compliance services, as outlined below.

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government services which each is by law authorized to perform; and

WHEREAS, as set forth in SR 16-13, the Training Center has resources available to provide such services to the City in a cost-effective manner; and

NOW, THEREFORE,

THE TRAINING CENTER AND THE CITY agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to allow for the Training Center to develop and provide the City with a Safety and Compliance program and services.

SECTION 2. TERM. The term of this Agreement is for the period from January 1, 2014 through December 31, 2014.

SECTION 3. TERMINATION. Either party may choose to terminate this Agreement by notifying the other party in writing 120 days prior to termination. In the event the Training Center is unable to provide services as outlined in this agreement, the City shall be reimbursed for any services not yet received.

SECTION 4. EXTENSIONS. The term of this Agreement may be extended in one-year increments from January 1st through December 31st of subsequent years by mutual written agreement of both parties, up to maximum of five (5) years. The extension agreements shall be executed at least fifteen (15) days prior to the expiration of the contract. The Training Center Administrator is authorized to approve and execute such one-year extensions without further authorization from Fire District 5's Board. The City Manager is authorized to approve and execute such one year extensions without further authorization of the City Council.

SECTION 5. DEFINITION OF FACILITY. The Northwest Regional Training Center is located at 11606 Northeast 66th Street.

SECTION 6. SCOPE OF SERVICES. The Training Center shall provide the following services:

Summary of Required Training – The Training Center will research all applicable state and federal requirements and provide each agency with a listing of all training which is required for the City's employees. This will include a summary of how often such training must be provided and the length of each training class by type. In

addition, the Training Center will stay abreast of all changes to required training and notify the City of the same.

Classroom Instruction and Training – The Training Center will make available to City employees classroom instruction and training in all OSHA and WISHA required areas, as outlined in Appendix B. This training may occur at the Training Center facilities or at another site designated by the City, as agreed upon by the Safety Program Manager and the City. The Training Center will provide each instructor's qualifications for the city's review.

Maintenance of all Training Records – The Training Center will maintain a database of all training that is conducted for the City. Reports showing all training conducted year-to-date and class rosters will be provided to the City monthly. These reports will identify each employee's training which is within 90 days of expiration. The Training Center will also keep all records required by WISHA or OSHA including as a minimum hard copy of the roster, agenda, and qualifications for each class.

Notification and Scheduling of Training Classes – The Training Center will provide the City with notification of classes to be conducted. This information will be provided by the fifteenth of the month prior to the upcoming quarter. For example, the City will be notified by March 15 of classes to be provided during April, May, and June.

Assistance with Labor and Industries Audits – Training Center personnel will be available to assist the City with all records and information associated with training.

conducted by the Training Center. This will include copies of class rosters, training curriculum, and competency records (if needed).

SECTION 7. THE CITY'S RESPONSIBILITIES. The City shall be responsible for the following:

Listing of Employees by Division – The City shall provide the Training Center with a roster of employees who will need training, broken down by division.

Assistance in Determining Required Training – The City shall work with the Safety Program Manager in determining what type of training is needed for personnel in each division.

Notification of Intent to Attend Classes – At least 7 calendar days prior to a class being conducted, the City shall notify the Training Center of their intent to have employees participate, and if so, the number who will be participating.

Promptly Pay Training Center Invoices – Appendix A includes the annual 2014 charges which the City is agreeing to pay. The Training Center will bill the City in the months of January, April, July, and October. These billings will be for the current quarter, and will be due upon receipt.

SECTION 8. COST OF SERVICE. The cost of services under this Agreement shall be as set forth on Appendix A.

SECTION 9. ADDITIONAL TRAINING. The classes provided under this agreement are listed in Appendix B. The City may participate in other classes offered by the Training Center, however, they will pay the same rate for such classes as other customers.

SECTION 10. ANNUAL MEETING. During September the Training Center shall schedule a meeting with the City during which time the parties will discuss the following: (a) Services provided and received and any associated problems, (b) The next year's budget as established by the Training Center for Safety Training costs, and (c) Desirability by both parties to continue with the Safety Training program.

SECTION 11. DISPUTE RESOLUTION. In the event of a dispute between the Training Center and City regarding the delivery of services under this Agreement, which cannot be resolved by their respective designated contract managers, the Training Center Administrator and the Vancouver City Manager or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the Fire District 5 Board of Commissioners. The decision of the Fire District 5 Board and the City Manager regarding the dispute shall be final as between the parties.

Any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement that cannot be resolved by the Fire District 5 Board and the City Manager may be submitted to mediation and if still not resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

SECTION 12. INDEPENDENT CONTRACTOR. The Training Center is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the

relationship of employer and employee, or principal and agent, between the Training Center and City or between any of the Training Center's or City's employees. The Training Center shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by the Training Center pursuant to this Agreement. Nothing in this Agreement shall make any employee of the Training Center an employee of the City or any employee of the City an employee of the Training Center for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

SECTION 13. HOLD HARMLESS/INDEMNIFICATION.

a. TRAINING CENTER RESPONSIBILITY. The Training Center agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by the Training Center pursuant to this Agreement.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, the City retains the right to participate in said suit if any principal of public law is involved.

This indemnity and hold harmless shall include any claim made against the City by an employee of the Training Center or subcontractor or agent of the Training Center, even if the

Training Center is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW.

b. CITY RESPONSIBILITY. The City agrees to indemnify, defend, save and hold harmless the Training Center, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the provision of services by the City pursuant to this Agreement.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, the Training Center retains the right to participate in said suit if any principal of public law is involved.

This indemnity and hold harmless shall include any claim made against the Training Center by an employee of the City or subcontractor or agent of the City, even if the City is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW.

c. ATTORNEYS FEES AND COSTS. All parties shall bear their own costs of enforcing the rights and responsibilities under the contract.

SECTION 14. ASSIGNMENT/SUBCONTRACTING. Neither party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other. The Training Center shall not subcontract for the provision of any services it is to provide the City under this Agreement without the prior written consent of the City.

SECTION 15. NO THIRD PARTY BENEFICIARY. The Training Center does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than the Training Center. The Training Center and City do not intend there be any third-party beneficiary to this Agreement.

SECTION 16. NOTICE. Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the City:

CITY OF VANCOUVER
P.O. Box 1995
Vancouver, Washington 98668-1995
Attention: City Manager

To the Fire District:

FIRE DISTRICT 5 -TRAINING CENTER
11606 Northeast 66th Street Vancouver, Washington 98662
Attention: Dave Vial, Administrator

The name and address to which notices shall be directed may be changed by either the Training Center or City giving the other notice of such change as provided in this section.

SECTION 17. WAIVER. No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

SECTION 18. INTERLOCAL COOPERATION ACT COMPLIANCE. This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set

forth in Section 1. Its duration is as specified in Sections 2 (Term) and 4 (Extensions). Its method of termination is set forth in Section 3. Its manner of financing and of establishing and maintaining a budget therefore is described in Sections 7 (Cost of Service) and 8 (Billing Method and Process). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

SECTION 19. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.

SECTION 20. AMENDMENT. This agreement may be modified only with the consent of both parties. To that end, the Training Center shall convene no less than one meeting each calendar year in order to solicit feedback from the City on how services could be modified and/or improved.

SECTION 21. DOCUMENT EXECUTION AND FILING. The Training Center and City agree that there shall be four (4) signed originals of this Agreement procured and distributed for signature by the necessary officials of the Training Center and City. Upon execution, the executed originals of this Agreement shall be returned to the contract manager who shall file copies of this Agreement with the City Clerk, the Clark County Auditor and the Washington State Secretary of State. Upon receipt by the Clark County Auditor of the signed originals, each such signed original shall constitute an agreement binding upon both Training Center and City.

APPENDIX A

For 2014 the City of Vancouver shall pay to the Training Center a total of **\$34,776.00**
This amount shall be paid in four quarterly installments of **\$8,694.00** each.

This is based on an employee count of **207** employees, representing a cost of
approximately **\$168.00** per employee per year for all training outlined in Appendix B.

APPENDIX B

Training Courses Provided Under This Agreement

It is understood that employees who are required to have a particular type of training will receive that training as soon as possible following their date of hire. Refresher courses will then be provided for employees at the intervals noted below.

Training Course Provided	Refresher
Bloodborne Pathogens	12 Months
Aerial Platforms	60 Months
Confined Space Training	48 Months
Truck Cranes and Rigging	60 Months
Defensive Driving	60 Months
Fall Protection Training	48 Months
Fire Extinguishers/Evacuation	12 Months
First Aid/CPR	24 Months
Flagging & Traffic Control	36 Months
Forklift Training	36 Months
Emergency Response Awareness	12 Months
Hearing Conservation and Testing	12 Months
Lockout/Tagout Training	48 Months
Respirator Protection and Fit Testing	12 Months
Trenching & Shoring Training	48 Months