

## INTERLOCAL COOPERATION AGREEMENT FOR JOINT TRAINING

THIS INTERLOCAL COOPERATION AGREEMENT is entered into by and between Pierce County Fire Protection Districts 21 (hereinafter referred to as Graham Fire & Rescue or GF&R) and 18 (hereinafter referred to as Orting Valley Fire & Rescue or OVFR) for the purpose of improving cooperative training efforts between the parties and thereby enhancing service to the citizens and residents of the respective jurisdictions.

**WHEREAS**, Orting Valley Fire & Rescue is requesting support for the training of its personnel, and

**WHEREAS**, Graham Fire & Rescue currently has a Training Division in place to facilitate the delivery of training to its members; and

**WHEREAS**, both agencies are in agreement to share the costs of expanding GF&R's Training Division to support OVFR member training;

**NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION AS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:**

1. **Authority.** This interlocal cooperation agreement is executed pursuant to the authority conferred upon the parties in RCW 39.34, the Interlocal Cooperation Act. In all respects, the parties shall be deemed to be acting in their governmental capacities.
2. **Purpose.** The purpose of this agreement is to define the terms of GF&R providing suppression, medical, rescue, wildland, hazardous materials operations, and Blue Card command training to OVFR personnel.
3. **Responsibilities of Graham Fire & Rescue.**  
**Training Deliverables**  
GF&R agrees to the following:
  - a) GF&R agrees to provide the schedule, coordination, and delivery of the following training to all OVFR paid and shift volunteer members:
  - b) GF&R agrees to provide access to a Master Training Calendar.
    - On-going Blue Card Command training.
    - Initial Blue Card certification training for all OVFR Company Officers.
    - Blue Card May Day Operations training.
    - Initial and on-going driver training.
    - Engine Company Operations training.
    - Required Washington Administrative Code mandated training as interpreted by GF&R Assistant Chief of Training and Safety.
    - Required Washington Administrative Code mandated medical training as interpreted by GF&R Assistant Chief of Medical Services.
    - Fire Ground Survival training.
    - Live Fire training.
    - EMT training.

- Paramedic training.
  - Other medical training as deemed necessary by GF&R Assistant Chief of medical Services.
  - Other training as deemed necessary by GF&R Assistant Chief of Training & Safety.
- c) GF&R agrees to schedule split training so that at least one OVFR response company remains in OVFR district. Deviations shall be requested through OVFR Fire Chief.
  - d) Respond-from-home volunteer training may be negotiated but is not within the scope of this agreement.
  - e) GF&R agrees to hold up to two spots for OVFR during a GF&R sponsored volunteer training academy at no cost. OVFR will be responsible for costs of additional volunteers.
  - f) GF&R agrees to be responsible for any GF&R student costs and GF&R consumable costs related to wildland and swift-water training.

**Certification & Records Management**

GF&R agrees to provide the following certification and records management through Target Solutions and/or other software:

- a) Initial platform set-up to include entering personnel data.
- b) Data entry for the purposes of managing certifications.
- c) Data entry for Blue Card continuing education.
- d) Certification management for Wildland, EMT, Paramedic, Live Fire, Blue Card Command and other suppression related certifications as provided to GF&R members.
- e) Records management for respond-from-home volunteers may be negotiated but is not within the scope of this agreement.

**4. Responsibilities of Orting Valley Fire & Rescue**

OVFR agrees as follows:

- a) Per person Target Solutions, OTEP, Master Training Calendar, and/ or other software for the purposes of certification and records management cost paid directly to GF&R.
- b) OVFR agrees to provide one 40 hour per week EMS Captain to report to and be collocated with the GF&R Assistant Chief of Medical Services.
  - i. OVFR EMS Captain to remain the oversight officer for OVFR narcotics, EMS supplies, Agency Trauma Certifications, and Vehicle Licensing.
- c) OVFR agrees to avoid any scheduling conflicts with the Master Training Calendar. After the Master Training Calendar is set by GF&R, communication to OVFR members regarding schedules and training content is the responsibility of OVFR.
- d) OVFR agrees to pay 45 percent of a GF&R Days Training Lieutenant (\$76,000 for 2018).
- e) OVFR agrees to pay 20 percent of the cost of training consumables such as, OSB, smoke fluid, and sheetrock directly to GF&R.
- f) OVFR agrees to pay for initial Blue Card certification training for all OVFR Company Officers to include an initial \$385.00 on-line portion.
- g) OVFR agrees to provide and pay for a qualified instructor to maintain current Wildland training for OVFR and GF&R members.

- h) OVFR agrees to provide and pay for a qualified instructor to maintain current Swift Water rescue training for OVFR members, as well as any Swift Water Awareness training needs for GF&R members.
  - i) OVFR agrees to pay per member live fire cost to GF&R.
  - j) OVFR agrees to encumber OVFR instructor and student overtime impacts.
  - k) OVFR members outside training opportunities to be coordinated, approved, and paid by OVFR.
5. **Term of Agreement.** The term of this agreement shall be January 1, 2018 until December 31, 2020. At the end of 2020, this agreement to exercise cooperative efforts shall be automatically renewed from year to year, unless the agreement is terminated or amended as set forth herein.
  6. **Integrated 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. The agreement may be modified or amended only by supplemental written agreement hereafter negotiated by the parties.
  7. **No Third-Party Beneficiary.** The provisions of this interlocal agreement are not intended to create any third-party beneficiary contract rights, and therefore none should be deemed created by this agreement. The agreement between the parties is only intended to create rights and/or obligations as between the signatory parties.
  8. **Compliance with RCW 39.34.030.** This Agreement does not create a separate legal or administrative entity and does not require a joint board. No real or personal property will be jointly acquired pursuant to this Agreement.
  9. **Recording.** Pursuant to RCW 39.34.040, this Agreement shall be recorded with the Pierce County Auditor immediately after execution by all Jurisdictions hereto or posting of such Agreement on either party's website.
  10. **Contacts for this Agreement.** The Fire Chiefs of the parties shall be the respective contacts for any issues relating to this Agreement.
  11. **Governing Law.** This Agreement is entered into and shall be governed by the law of the State of Washington. In the event of a dispute that has completed arbitration or been held ineligible for arbitration, the venue shall lie in Pierce County, Washington.
  12. **Arbitration of Disputes.** It is the intent of all parties to this agreement that disputes, if any, between any of the parties hereto shall be resolved as informally and amicably as possible by settlement without the assistance of any outside professionals in dispute resolution. However, if such conciliation fails, the parties agree that mediation may be used. If the parties are unable to resolve the dispute through mediation, then an arbitrator shall be selected through the auspices of the American Arbitration Association, or any such entity providing arbitrators as the parties may agree upon. The arbitration shall proceed, however, with a single arbitrator and with the parties sharing the costs proportionately, depending upon how many of the parties are involved in the dispute. The arbitrator's decision shall be final and binding. Only if arbitration is declared by a court to be inapplicable to the dispute shall the parties proceed to Superior Court. Each party expressly waives the right to a jury trial.

13. **Construction/Interpretation.** This Agreement is being entered into and shall be construed and interpreted in accordance with the laws of the State of Washington.
14. **Hold Harmless/Indemnification.** Each of the parties which are signatories hereto, by executing this agreement, are deemed to hold harmless and indemnify any and all other parties for any negligence, errors or omissions of the indemnifying party. The indemnification and hold harmless is mutual with respect to any of the negligence, errors and omissions of any of the other parties, with respect to their own negligence, errors and omissions. Each party, therefore, remains solely liable for their own sole negligence, errors or omissions. Such indemnification extends not only to the actual party, but all employees, agents, volunteers and parties acting on their behalf. The respective parties to the interlocal agreement are not deemed to be agents of each other for purposes of this agreement.
15. **Waiver of Breach.** The failure of any party to this agreement to insist upon strict performance of any of the covenants and agreements contained in this agreement, or to exercise any option or right conferred by this agreement, in any one or more instances shall not be construed to be a waiver or relinquishment of any such option or right or of any other covenants or agreements which shall all be and remain in full force and effect.
16. **Industrial Insurance Waiver.** With respect to the performance of this agreement and as to claims against any of the parties, their officers, agents, and employees, each party expressly waives its immunity to the other parties only, under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement, extend to any claim brought by or on behalf of any employee of the party. This waiver is mutually negotiated by the parties to this agreement.
17. **Notices.** Any notice required or desired to be served, given or delivered hereunder shall be in writing and shall be deemed to have been validly served, given or delivered upon deposit in the United States mail by registered or certified mail with proper postage prepaid and addressed to the party to be notified. **Each party shall include the applicable address below the signature block hereof.**
18. **Termination of Agreement.** Upon twelve months prior written notice, either party may terminate this agreement.

PIERCE COUNTY FIRE PROTECTION  
DISTRICT 21

Donald W. Gustafson 12-11-2017  
Chair Date:

[Signature]  
Commissioner

[Signature]  
Commissioner

[Signature]  
Commissioner

[Signature]  
Commissioner

ADDRESS: 23014 70th Ave E  
Graham, WA 98338

[Signature]  
Fire Chief

ATTEST:  
[Signature]  
District Secretary

PIERCE COUNTY FIRE PROTECTION  
DISTRICT 18

Shawn Wilkey  
Chair Date: 12/5/2017

[Signature]  
Commissioner

[Signature]  
Commissioner

[Signature]  
Commissioner

Commissioner

ADDRESS: PO Box 386  
Orting, WA 98360

[Signature]  
Fire Chief

ATTEST:  
[Signature]  
District Secretary