

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF YAKIMA and
KITITAS COUNTY FIRE PROTECTION DISTRICT 2
FOR A JOINT TRAINING ACADEMY**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between the City of Yakima ("City"), a municipal corporation, and Kittitas County Fire Protection District 2 ("KVFR"), under the authority and conformance with RCW 39.34, the Interlocal Cooperation Act.

WHEREAS, the City and KVFR maintain organized and equipped fire departments for the benefit of the residents of their respective jurisdictions; and

WHEREAS, the parties have previously entered into an interlocal agreement for emergency aid response, City Contract Number 2019-182; and

WHEREAS, the City operates a recruit academy for newly hired firefighters; and

WHEREAS, the state recruit academy for newly hired firefighters is routinely full and can take up to a year for a newly hired firefighter to enter; and

WHEREAS, the parties desire to allow newly hired KVFR firefighters to participate in the City recruit academy; and

WHEREAS, the KVFR shall compensate the City for the services provided as part of this Agreement; and

WHEREAS, both entities believe this cooperation will provide mutual advantage, as outlined herein;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties hereto agree as follows:

Section 1. **PURPOSE.** The purpose of this Agreement is to set forth the terms and conditions upon which the parties agree to have the City conduct a training academy for newly hired firefighters from both City and KVFR.

Section 2. **DURATION.** This Agreement shall become effective upon signature of both parties, and shall remain in full force and effect for three years. The Agreement shall be automatically renewed from year-to-year by the parties hereto, unless the Agreement is terminated prior to renewal.

Section 3. **SERVICES PROVIDED BY CITY.** The City will conduct a recruit academy as needed for newly hired firefighters in compliance with IFSAC Certification. The academy will teach from the IFSTA 7th Edition or a newer edition as they are released. The City will provide all space and items associated with the academy except as noted in Section 5. The City will allow space for KVFR recruits to attend the academy.

Section 4. PAYMENT. In exchange for and in consideration of the services to be performed by the City pursuant to this Agreement, KVFR shall pay City one thousand dollars (\$1000.00) per recruit it sends to the academy prior to the academy beginning. This amount will cover the cost of overhead, administration, facilities, and other miscellaneous items.

Section 5. KVFR RESPONSIBILITIES.

- a. KVFR is responsible for providing one full time instructor per week of the academy, subject to the approval by the Chief for the Yakima Fire Department.
- b. KVFR is responsible for covering the cost of materials, books, and equipment for their recruits.
- c. KVFR will conduct daily evaluations on their own recruits consistent with the standards established by the City.
- d. KVFR is responsible for any discipline for their recruits only.

Section 6. MUTUAL RESPONSIBILITIES. Both parties agree that each has the authority to teach and correct all recruits in the academy. Communication between the parties is essential for proper evaluations and the parties shall meet regularly to discuss the progress of all recruits. Nothing in this Agreement obligates KVFR to use the City recruit academy.

Section 7. COMPLIANCE WITH LAW. The Parties to this Agreement shall comply with applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement.

Section 8. INSURANCE AND INDEMNIFICATION. At all times during performance of these services associated with this Agreement, KVFR and the City shall secure and maintain in effect insurance to protect the City and KVFR from and against all claims, damages, losses, and expenses arising out of or resulting from the performance of this Agreement. The parties shall provide and maintain in force insurance in limits no less than that stated below, as applicable.

- a. Commercial General Liability Insurance. Before this contract is fully executed by the parties, the City and KVFR shall each provide the other party with a certificate of insurance as proof of commercial liability insurance and commercial umbrella liability insurance with a total minimum liability limit of Five Million Dollars (\$5,000,000.00) per occurrence combined single limit bodily injury and property damage, and Five Million Dollars (\$5,000,000.00) general aggregate (per occurrence). The policy shall include employer's liability (Washington Stop Gap). The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Agreement.
- b. Commercial Automobile Liability Insurance. Before this Agreement is fully executed by the parties the City and KVFR shall each provide the other party with a certificate of insurance as proof of commercial automobile liability insurance and commercial umbrella liability insurance with a total minimum liability limit of Five Million Dollars (\$5,000,000.00) per occurrence combined single limit bodily injury and property damage. Automobile liability will apply to "Any Auto" and be shown on the certificate. The required certificate of insurance shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions proofed are in effect. Such policy shall be in effect for the duration of this Agreement.
- c. Indemnification and Hold Harmless.

1. The parties mutually agree to protect, defend, indemnify and hold harmless the other party's elected and appointed officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable costs and attorney fees) resulting from death or bodily injury to an person or damage or destruction to a third party or from employment practices or third parties to the extent caused by any negligent act and/or omission of the indemnifying "at fault" party, its elected and appointed officials, officers, employees, agents, and volunteers and/or subcontractors, arising out of the performance of this Agreement.
 2. If the negligence or willful misconduct of both KVFR and the City (or a person identified above for whom each is liable) is a cause of such third party claim, the loss, cost, or expense shall be shared between KVFR and the City in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity will apply for such proportion.
 3. Nothing contained in this Section or this Agreement shall be construed to create a liability or a right of indemnification in any third party.
- d. Notwithstanding any provision to the contrary, the terms of this section shall survive any expiration or termination of this Agreement.

Section 9. TERMINATION. Either party may terminate this Agreement upon thirty (30) days written notice to the other party of the intent to terminate the Agreement. All costs that have accrued up to the effective date of the termination shall be paid to the City. The City shall continue doing work during the thirty (30) day period and be paid for said work by the KVFR, unless the KVFR specifically instructs the City to immediately stop work in its termination notice, in which case the City will stop work upon receipt of the notice.

Section 10. INTEGRATION, SUPERSESSION, AND MODIFICATION. This Agreement sets forth all of the terms, conditions, and agreements of the parties relative to the subject matter hereof and supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties as to the subject matter herein. There are no terms, conditions, or agreements with respect thereto, except as herein provided and no amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

Section 11. NONDISCRIMINATION PROVISION. Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, political affiliation, sexual orientation, gender identity, or the presence of any sensory, mental or physical handicap, or any other protected class, in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12110 et. seq.). In the event of the violation of this provision, the other party may terminate this Agreement immediately.

Section 12. ASSIGNMENT. This Agreement or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or part by KVFR or City to any other person or entity without the prior written consent of the other party. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the assignor as are stated herein.

Section 13. AMENDMENT. This Agreement shall be amended only by written mutual consent of the parties. Amendments to this Agreement may be initiated by either of the parties and shall become final after agreement by all parties and appropriate signatories are attached.

Section 14. NON-WAIVER. The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof for the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

Section 15. SEVERABILITY. If any term or provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be enforceable and effective to the fullest extent permitted by law. Further, the parties shall negotiate in good faith regarding amendments to this Agreement that would effectuate the intent of any provision held invalid or not enforceable.

Section 16. NOTICES. All notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

City of Yakima: Robert Harrison, City Manager
120 North 2nd Street
Yakima, WA 98901

And Also To: Aaron Markham, Fire Chief
129 North 2nd Street
Yakima, WA 98901

KVFR: John Sinclair, Fire Chief
400 E Mountain View Ave
Ellensburg, WA 98926

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective upon receipt, or three business days after mailing, whichever comes first.

Section 17. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue will be the appropriate state or federal court located in Yakima, Washington.

Section 18. RECORDS RETENTION. Documents generated by the City and the KVFR pursuant to the services provided under this Agreement shall be delivered to either party, upon request. All such documents are subject to disclosure, unless exempt, pursuant to the Public Records Act, Chapter 42.56. *et seq.*, as applicable. Records documenting services rendered and billings based thereon, or other communications regarding this Agreement shall be made available to either party for inspection and copying, as appropriate, during regular business hours of the entity holding the records.

Section 19. ACQUISITION OF PROPERTY AND ASSETS. The parties do not intend to jointly acquire or manage any property. Acquisition of property by either party shall be in accordance with the laws and procedures applicable to such party.

Section 20. APPROVAL. Each party shall approve this Agreement as specified by the laws and ordinances of the governing body of each party. The attested signatures of the City Manager and the Commissioners below shall constitute a presumption that such approval was properly obtained.

Section 21. RECORDING. Pursuant to RCW 39.34.040, this Agreement shall be filed with the appropriate county auditor, or, alternatively, listed by subject on each public agency's web site or other electronically retrievable public source.

CITY OF YAKIMA

KVFR

Robert Harrison, City Manager



John Sinclair, Fire Chief

Date: _____

Date: 2-23-23

ATTEST:

Sonya Claar Tee, City Clerk

Contract No.: _____

Resolution No.: _____