



**WALLA WALLA FIRE
DEPARTMENT**

AND

**WALLA WALLA COUNTY FIRE
PROTECTION DISTRICT NO. 4**

AND

**COLLEGE PLACE FIRE
DEPARTMENT**

**JOINT TRAINING FACILITY
INTERLOCAL AGREEMENT**

THIS AGREEMENT is entered into on the date set forth below by and between the City of Walla Walla("City") and Walla Walla County Fire Protection District No. 4, and the City of College Place ("Partners"), for the purpose of providing and maintaining a joint training facility.

WHEREAS, the City and Partners have determined that ever-changing technology in fire suppression, emergency medical and fire prevention service require firefighters to be knowledgeable and proficiently trained.

WHEREAS, the City and Partners have determined that it would be in the public's best interest to enter into an agreement for the mutual operation and management of a centralized training facility for all three fire departments in an effort to provide a proper environment for maintaining a fundamental level of knowledge and skill required for basic and advanced firefighter skills.

WHEREAS, the City and Partners have determined that a shared facility will reduce the costs of construction, maintenance, and operation for all three agencies.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained in this agreement, the parties hereto covenant and agree as follows:

Section 1. Parties. The City of Walla Walla, Walla Walla County Fire Protection District No. 4 and the City of College Place are parties to this agreement in their respective capacities as fire departments and fire protection districts responsible for providing the citizens of the Cities and District with numerous services which include: basic and advanced emergency medical care and transportation, fire suppression, prevention and investigation, technical land and water rescue services and hazardous materials response.

Section 2. Period of Performance. This agreement shall commence on the date of signing_ and shall terminate on December 31, 2031 ("Initial Term"). At the end of the Initial Term and any additional term, this agreement shall automatically be extended for an additional 12- month period, unless 60 days prior to such date, either party gives notice in writing of its intent to terminate this agreement..

Section 3. Facility Use. It is hereby agreed that the facility will be used as a centralized training facility for all three fire agencies for the purposes of providing a proper environment that is fundamental for maintaining a level of knowledge and skill required for basic and advanced firefighter skills.

Section 4. Scheduling. All scheduling for use of the facility will be the sole responsibility of the Training Divisions of the City and Partners. Use by the City and Partners shall only be restricted to the extent as required by local, state and federal laws and regulations.

Section 5. Management. The City and Partners shall jointly and equally manage and operate

the Training facility property, such property shall include land, buildings, appurtenances and all other improvements related thereto which are located on site at 300 Cayuse St, Walla Walla, Washington. All management for use of the facility will be the sole responsibility of the Training Divisions of the City and Partners. Said property (that is currently owned by the City of Walla Walla) is described as follows:

1. The training building prop.
2. The training tower (old)
3. The fire behavior prop
4. The storage container

Section 6. Budget. The City and Partners shall establish a Joint Training Facility Budget ("Budget") which shall provide for the operation of the training facility. The Budget and all its books and accounts shall be administered and managed by the City in a manner using generally accepted accounting methods. Any expenditure for maintenance, operation, equipment and capital improvements shall be recorded into this Budget.

Section 7. Budget - Revenues and Expenditures.

- (a) Funds received by the parties resulting from: (1) the operation or use of training facility; (2) any activities conducted at the training facility site; or (3) any activities by or services provided by the parties pursuant to this agreement, shall be deposited by the parties into the Budget. It is agreed that monies deposited in the Budget shall be used solely for the operation and maintenance of the training facility or for the purchase or acquisition of equipment or capital improvements.
- (b) Expenses incurred by the City and Partners in the performance of services pursuant to this agreement shall be pre-approved through agreed upon budgetary processes by all parties to this agreement. Any expenses not pre-approved through the budgetary process must be subsequently approved to in writing by all parties to this agreement.
- (c) All agencies, other than the City and Partners, will be charged for the use of the facility, commensurate with the demand placed by the other agencies use, in an amount pre-approved and agreed upon in writing by the Fire Chiefs of the City and Partners. In-kind donations may be accepted in lieu of charges as deemed acceptable upon mutual agreement in writing by all parties to this agreement.
- (d) All capital improvements to the training facility or grounds must be mutually agreed to in writing. All costs associated with capital improvements will be paid out of the Budget.
- (e) No maintenance and operation costs are anticipated until March 2023. Should such costs arise during the period prior to this date, all costs associated with maintenance and operation shall be divided so that the City shall be responsible for fifty percent (50%) of all costs of maintenance and operation of the facilities and grounds with the Partners each responsible for twenty-five percent (25%) of all costs of maintenance and operation. The City shall also be responsible for managing janitorial, grounds maintenance services, and third-party contracts for the training facility.

Section 8. Losses. Losses from the operation of the training facility shall be apportioned as follows:

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- (a) Any losses to real or personal property incurred in the mutual operation of the training facility shall be shared fifty percent (50%) by the City and twenty five percent (25%) each by the Partners. In the event of any loss after expenditure of all monies available in the Budget, each party's contribution required by this agreement to cover said loss shall be deposited into the Budget no later than January 31 of the year following the loss.
- (b) Any losses to real or personal property incurred in the independent operation of the training facility by any party to this agreement shall be the sole responsibility of said party. The party incurring such loss shall be required to replace, restore or fix any loss to real or personal property incurred during the independent operation of the training facility no later than January 31 of the year following the loss. Provided however, if insurance proceeds are applicable to the loss the party shall only responsible for any deductible payments or uninsured portions of the losses.

Section 9. Capital Improvements. Any budgetary expenditure over One Thousand Dollars (\$1,000.00), or donation of material and labor valued at over \$1,000.00 that adds to the useful life or value of any land, buildings or other appurtenances or other facilities will be considered capital improvements. Incidental repairs and maintenance shall not be considered a capital expenditure. All capital improvements below a value of \$1,000.00 shall be considered repair or maintenance. No capital improvements will be made or accepted without the prior written approval of all parties. Such written approval shall contain the value of the capital improvement to be made. An inventory of all capital improvements shall be kept by the City and acknowledged by the Partners. Such inventory shall reflect the contribution made by each party and shall also reflect the source of the contribution, whether it is directly from the Budget or other source. The City shall be responsible for compiling and maintaining an annual updated inventory of all capital improvements. The City will provide annual inventory and financial reporting to the Partners. Should either Partner request additional reporting, the City will accommodate on an as needed basis.

Section 10. Equipment. No budgetary expenditure or donation over One Thousand Dollars (\$1,000.00) for equipment, or donations of equipment valued at over \$1,000.00 shall be made or accepted without the prior written approval of all parties. Such written approval shall contain the value of the equipment to be acquired. An inventory of all equipment shall be kept by the City and acknowledged by the Partners. This inventory shall reflect the contributor and value of the contribution whether it is directly from the Budget or other source. The City shall be responsible for compiling and maintaining an annual updated inventory of equipment.

Section 11. Initial Investments. To be covered in supplemental agreement agreed upon by all parties.

Section 12. Liens. Neither the City nor the Partners shall contract any debt or debts for labor, materials, services or otherwise take any action which may allow a lien to be placed on the training facility's property without concurrence of all parties.

Section 13. Maintenance for the duration of this agreement, the City and Partners shall, consistent with policy decisions made by Fire Chiefs of the City and Partners, assist with the maintenance of the training facility and all fixtures and improvements thereon in clean, safe and good condition and repair for maximum benefit and utilization and comply with all local, state and federal laws and

regulations relating to the use of the facility.

Section 14. Termination. This agreement may be terminated as follows:

- (a) By any party at the expiration of the initial term of ten (10) years with sixty (60) days' notice; or
- (b) By any party for cause upon sixty (60) days prior written notice in the event of violation by another party of any of the provisions of this agreement. The violating party shall first be given sixty (60) days from such written notice of termination to correct such violation, and if such correction is made within the sixty (60) day period, this agreement shall not be terminated. Such opportunity and period of correction shall not be available for second and succeeding violations of the same provision of this agreement; or
- (c) By mutual agreement of the parties.

Section 15. Buy-Out and Equity. In the event of termination of this agreement by any party pursuant to Section 14(a) herein, or by the City and Partners for cause pursuant to Section 14(b) herein; or by mutual agreement pursuant to Section 14(c) the City shall be required to buy out the equity interest of the Partner(s) in the training facility property, excluding any equity interest the Partner(s) may have acquired through donations or grant funded monies, which shall be calculated in accordance with the following terms and conditions:

- (a) The Partners shall each be credited with one-third the value of capital improvements, minus any equity interest the Partners may have acquired in the capital improvements through donations or grant funded monies, made to the training facility and any additional improvements made pursuant to Section 9 of this agreement for which funds are expended prior to the termination of this agreement. For the purposes of this section, "value of capital improvements" shall mean the value as of December 31, 2031, as determined by an agency mutually agreed upon for appraisal (if the parties cannot agree the court will appoint an appraiser); provided that, if this agreement is shortened to less than its initial term or extended pursuant to Section 2 herein, said value shall be determined as of January 1 of the year following termination.
- (b) The Partners shall each be credited with one-third the value of equipment, minus any equity interest the Partners may have acquired in the equipment through donations or grant funded monies, procured for the training facility and any additional equipment acquired pursuant to Section 10 of this agreement for which funds are expended prior to the termination of this agreement. For the purposes of this section, "value of equipment" shall mean the value as of December 31, 2031, as determined by an agency mutually agreed upon for appraisal; provided that, if this agreement is shortened to less than its initial term or extended pursuant to Section 2 herein, said value shall be determined as of January 1 of the year following termination.
- (c) The Partners shall each be credited with one-third the amount of monies remaining in the Budget for capital improvements as of December 31 of the year of termination after all obligations, debts, liabilities, and claims have been satisfied. In the event that the total obligations, debts, liabilities, and claims exceed the amount of the Budget, the Partner's

equity interest shall be reduced by an amount equal to one-half of such excess. In the event of termination of this agreement, the City shall pay the Partner(s) an amount equal to the Partner's equity interest not later than December 31, 2031. Provided that, if this agreement is shortened or extended pursuant to Section 2 herein, said payment shall be due not later than December 31 of the year following termination.

- (d) The Partner's shall each be credited with twenty-five percent (25%) of the amount of monies remaining in the Budget as of December 31 of the year of termination after all obligations, debts, liabilities, and claims have been satisfied. In the event that the total obligations, debts, liabilities, and claims exceed the amount of the Budget, each Partner's equity interest shall be reduced by an amount equal to twenty-five percent (25%) of such excess. In the event of termination of this agreement, the City shall pay the Partner(s) an amount equal to the Partner(s) equity interest not later than December 31, 2031. Provided that, if this agreement is shortened or extended pursuant to Section 2 herein, said payment shall be due not later than December 31 of the year following termination.
- (e) Upon buy-out of the Partner(s) equity interest by the City, the City shall be granted any and all right, title, and interest in the training facility capital improvements, equipment and real property.
- (f) At no time shall the City be required to buy-out the Partner(s) for any capital improvements or equipment, whole or in part, acquired through monies obtained through donations or grants. The City shall only be obligated to buy out the Partner(s) equity interest in capital improvements and equipment obtained through hard money. "Hard money" shall mean that money which comes directly from and is solely attributable to each party of this agreement and money earned by use of the facility and shall exclude donated or grant funded monies.

Section 16. Reporting. The City shall provide a yearly activity report explaining all monetary actions taken during the previous calendar year under this agreement. Should any Partner request additional reporting, the City will accommodate on an as needed basis.

Section 17. Records Inspection. The City shall retain all of its books, records and documents reflecting all direct and indirect costs expended by the City and Partners in the performance of the services described herein and all revenues generated in connection with the training facility. These records shall be subject at all reasonable times for inspection, review or audit by the City or Partners and/or the Office of the State Auditor.

Section 18. Operation Plan. The City and Partners shall develop a five-year plan of operation for the facility prior to March 2021. This plan shall include, but not be limited to, future uses, anticipated purchases and management policies. This plan shall then be updated annually upon mutual agreement.

Section 19. Non-Discrimination. Neither the City nor the Partners shall discriminate against any person by reason of race, religion, color, sex, national origin, physical, emotional or sensory handicap, marital status or any other protected class in connection with the performance of its obligations under this agreement.

Section 20. Non-assignment. Neither the City nor the Partners shall assign this agreement or any

portion thereof, or any of its rights or responsibilities hereunder without the prior written consent of the other parties.

Section 21. Insurance.

- (a) All parties agree to provide and maintain general liability insurance coverage at all times during the course of this agreement. Such insurance shall afford protection to a limit of not less than Five Million Dollars (\$5,000,000.00).
- (b) The Budget shall purchase and provide separate insurance to include general liability insurance for the training facility and field in the amount of Five Million Dollars (\$5,000,000.00) and property insurance for the training facility and field in an amount equal to the replacement value of any real and personal property associated or encumbered upon said facility and field. Such insurance shall carry first party loss for fire damage for the facility and all improvements thereon.
- (c) The activities insured shall include all activities involved in the operation of the training facility, whether run by the City, the Partners, a subcontractor or lessor. It is agreed that in the event of fire or loss, proceeds of any insurance shall be used to restore the property to operating conditions.
- (d) The acquisition of all such insurance coverage required for the operation of the training facility shall be the responsibility of the City, at a cost mutually agreed to by the City and the Partners funded through the Budget's maintenance and operation.
- (e) In no event shall any party forego or waive any of the insurance provisions.

Section 22. Indemnification. Each party agrees to defend, indemnify, and hold harmless the other party and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully tortious actions or inactions by the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. This provision shall survive the expiration of this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.

Section 23. Notices. All notices, offers or other communications required or permitted to be given pursuant to this agreement shall be in writing and shall be considered as properly given or made if personally delivered or mailed from within the United States by first class United States mail, postage prepaid, and addressed to another Party, to the address as follows:

City of Walla Walla
City Clerk
15 N. 3rd Ave.
Walla Walla, WA 99362

City of College Place
City Clerk
625 S. College Ave.
College Place WA 99324

Walla Walla County Fire District No. 4
2251 S. Howard St.
Walla Walla, WA 99362

Any Party may change its address by giving notice in writing stating its new address to the other Parties.

Section 24. Successors. This agreement and all the terms and provisions of it shall be binding on and shall inure to the benefit of the parties and their legal representatives, heirs and successors, except as otherwise expressly provided for in this agreement.

Section 25. Construction. This agreement shall be construed in conformity with the laws of the State of Washington.

Section 26. Counterparts. This agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

Section 27. Consent. Whenever the consent of either party is required, that party agrees to exercise good faith in granting or withholding of the consent in a manner believed by the parties to be in the best interest of this agreement.

Section 28. If a dispute arises out of or relating to this agreement or the breach of this agreement and if the dispute cannot be settled through direct discussions between the Fire Chiefs of the Parties, the Parties agree to first endeavor to settle the dispute in an amicable manner through discussions between the City Manager of Walla Walla, the City Administrator of College Place and the Chairman of the Board of District 4. If a resolution is still not agreed upon, the Parties may submit to litigation in Walla Walla County Superior Court, and the prevailing Party shall recover its costs and attorney's fees incurred, including for appeals, which shall be determined and fixed by the court as part of the judgment.

Section 29. Severability. If any provision of this agreement shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

Section 30. Modifications and Amendments. This agreement may be waived, changed, modified or amended only by written agreement executed by the City and the Partners.

Section 31. Entire Agreement. This agreement sets forth in full the entire agreement of the parties, and any other verbal or written agreements, representations or understandings are hereby deemed to be null and void and of no force and effect whatsoever.

IN WITNESS, the parties have executed this Agreement as of the day and year first written above.

Attest:

Approved as to form

Nabiel Shawa
City Manager
City of Walla Walla

Tim Donaldson
Attorney
City of Walla Walla

Chairman
Board of Commissioners
Walla Walla County FPD #4

Attorney
Walla Walla County FPD #4

City Manager
City of College Place

Attorney
City of College Place