EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Snohomish County Fire District #4 Fire Training Facility Use Agreement

	Briefing	COUNCIL BILL #	
	Proposed Action	Originating Department	FIRE
	Consent	Contact Person	Murray Gordon
X	Action	Phone Number	425 257 8101
	First Reading	FOR AGENDA OF	8/3/16
	Second Reading		
	Third Reading		
	Public Hearing		
	Budget Advisory		

Initialed by:
Department Head MG
CAA db
Council President SM

Location
6425 S. Machias Road, Snohomish Washington

Preceding Action

Attachments
General Terms and Conditions
Exhibit A – Fee Schedule
Exhibit B – District's Rules and Policies
Exhibit C – Type of Training & Mitigation Chart.

Department(s) Approval
Fire, Legal

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

It is the purpose of this Agreement to allow the Everett Fire Department the use of the Snohomish County Fire District #4 facilities for training and services. This Agreement shall be in effect until December 31, 2020 from the date of execution.

This agreement provides for the right of the City to terminate this Agreement, in whole or in part upon thirty (30) calendar day's written notification.

RECOMMENDATION (Exact action requested of Council): Authorize the Mayor to sign the Snohomish County Fire District #4 Fire Training Facility Use Agreement allowing the use of the Snohomish County Fire District #4 Fire Training Facility for training and services until December 31, 2020.

1525 Avenue D
P.O. Box 820
Snohomish, WA 98291-0820

Snohomish County
Fire District #4

FIRE TRAINING FACILITY USE AGREEMENT

THIS FIRE TRAINING FACILITY USE AGREEMENT (the "Agreement") is entered into this ____ day of _____, 20___, between Snohomish County Fire District No. 4 (the "District") and _____ ("User").

I. RECITALS

WHEREAS, the District is the owner of a fire training facility (the "Facility") at 6425 S. Machias Road, Snohomish Washington; and

WHEREAS, User desires to utilize the Facility for training purposes for its personnel.

II. TERMS AND CONDITIONS

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

1. **Training**. User will be permitted to use the Facility on a non-exclusive basis for training purposes.

2. **Scheduling**. Facility usage will be scheduled on a first come, first served basis. User recognizes that the Facility will be used by the District and by other users for training purposes and that the District has first priority for all available training times. The User shall request use by submitting a "Training Request" form with all applicable information (as noted below), with as much advance notice as possible, minimum three (3) weeks, to ensure that the Facility is available for its desired training (these forms will be available on the District web site or by contacting our officer during regular business hours). The District shall make every effort to make the Facility available to User as requested but will not guarantee requested dates. Confirmation of a request will be by electronic or written notice to User within five (5) business days of receipt of request.

3. **Facility Fee**. User will pay the District a fee for use of the Facility according to a fee schedule policy (the "Fee Schedule") set by the District. The current Fee Schedule is attached hereto and incorporated herein as Exhibit "A." The District will invoice User on at least a monthly basis. Invoices are due within forty-five (45) days of receipt, and overdue amounts will accrue interest at the rate of twelve percent (12%) per annum. User may be liable for a cancellation fee according to the Fee Schedule. The District reserves the right to change the Fee Schedule at any time without advance notice to User.

4. **Term of Agreement**. The term of this Agreement shall commence upon execution by the parties and shall continue until December 31, 2020 unless expressly terminated by either party. Either party may terminate this Agreement by providing notice in writing to the other at least thirty (30) days prior to the effective termination date.

Emergency 911 • Business (360) 568-2141 • Fax (360) 568-2143 • www.snohomishfire.org

5. **Rules of Facility Use**. User agrees to comply with the District's rules and policies regarding the use of the Facility. The current version of these rules and policies as adopted by the District are attached hereto and incorporated herein as Exhibit "B." The District reserves the right to change these rules and policies at any time without advance notice to User to ensure the orderly and safe utilization of the Facility by all users. **The User agency agrees to enforce compliance of the facility rules for all attending agency personnel by all reasonable means available to the User agency.**

6. **Facility Neat and Clean**. User agrees to keep the Facility in a neat and clean condition as reasonably can be expected during its use of the Facility. At the end of each Training Session or use, User agrees to return the Facility to the District in as good a condition as received. User further agrees that it will clean the Facility after each Training Session or use to a condition reasonably acceptable to the District. If User fails to comply with this paragraph, the District shall be entitled to bill User for any costs incurred to clean or repair the Facility after User's Training Sessions or use.

7. **Instructors**. User shall arrange for and pay instructors, when needed, directly for User's Training Sessions or use of the Facility.

8. **Safety Officers**. A Safety Officer will be designated for all training activities. For all training involving more than one (1) operational crew and/or multiple apparatus, an individual shall be assigned to function as Safety Officer for the entire site and duration of the activity, with all rights and responsibilities as assigned by applicable NFPA Standards and department policy. The Safety Officer(s) shall hold current certification meeting NFPA, Standard 1521. All personnel assigned as accessory Safety Officers to support a training activity shall also hold current certification meeting NFPA Standard 1521. The District shall maintain a list of qualified personnel who may be utilized by Users, and User will be required to provide applicable documentation to the District for personnel who they wish to use as Safety Officer.

9. **Prop Manager**. User shall be required to provide a "Prop Manager" to manage and oversee the operation and use of the Live Fire Training Prop, Training Tower and associated equipment, pressurized fire hydrant system and associated equipment, or any other accessory prop requiring special knowledge of the operation. The District will train these personnel and provide User with a list of those capable of fulfilling the position, and/or User may make arrangements to have a trained District representative available during their training. For the use of the Live Fire Prop, this person shall have no other duties than to manage the prop.

10. **Liability**. User has inspected the Facility and finds it acceptable for its intended uses. User is not relying upon any representations or warranties concerning the Facility except those that may be set forth herein. User accepts sole responsibility for all accidents, damages, bodily injury or damage to personal property occurring during User's use of the Facility. To the extent applicable by law, and pursuant to the terms of any other agreement between the parties:

    10.1 No District Liability for User's Property Damage: User waives any and all claims, suits and causes of action against the District, its employees, commissioners, volunteers, officers or agents for any property loss or damage done to User's property, whether real, personal or mixed, occasioned by User's activities on the Facility. Provided, however this waiver shall not apply to claims or damages arising from the negligence, or willful misconduct of the District, its employees, commissioners, volunteers, officers or agents. It shall be the User's responsibility to provide its own protection against casualty losses of whatsoever kind or nature, regardless of whether or not such loss is occasioned by the acts or omissions of the District, the User, third party, or act of nature.

10.2 District's Property Damage - Hold Harmless: To the extent permitted by Washington law, User shall save, defend, and hold harmless the District, its employees, commissioners, volunteers, officers and agents from any and all damages to the Facility and the District's property occasioned by or arising from the use of the Facility by the User or anyone at the Facility (or other District property as a result of the User's activities on the Facility) in connection with User's use of the Facility.

10.3 Third Party Liability – Hold Harmless: To the extent permitted by Washington law, User agrees that it will protect, save, defend, hold harmless and indemnify the District, its employees, commissioners, volunteers, officers and agents from any and all demands, claims, judgments, or liability for loss or damage arising as a result of accidents, injuries, or other occurrences, occasioned by either the negligent or willful conduct of the User, its agents or any person or entity holding under the User, its agents or firefighters, or any person or entity on the Facility (or other District property as a result of the User's activities on the Facility), or any person on the Facility as a result of the User's activity, regardless of who the injured party may be.

10.4 Industrial Insurance: To the extent permitted by Washington law, User specifically agrees to protect, save, defend, hold harmless and indemnify the District, its employees, commissioners, volunteers, officers, and agents against claims or suits brought under Title 51 RCW by User's employees, commissioners, volunteers, officers, instructors and agents and waives any immunity that User may have under that Title with respect to, but only to, the limited extent necessary to indemnify the District.

11. **Insurance**. User is self insured and shall provide the District with sufficient written evidence of insurance coverage, the sufficiency of which shall be determined at the reasonable discretion of the District.

11.1 Injury and Illness Coverage: The User agrees to provide workers compensation coverage as required by law.

12. **Assignment or Subletting**. User is prohibited from either assigning or subletting all or any portion of the Facility during its use of the Facility.

13. **Litigation**. In the event any party hereto finds it necessary to bring an action against the other party to enforce any of the terms, covenants or conditions hereof, the party prevailing in any such action or proceeding shall be paid all costs and attorneys' fees incurred by the other party.

14. **Notices**. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing addressed to the other party at the addresses as follows:

TO DISTRICT: Snohomish County Fire District No. 4
PO Box 820 (1525 Ave D)
Snohomish, WA, 98291-0820

TO USER: _____
_____
_____

or such address as may have been specified by notifying the other party of the change of address. Notice shall be deemed served on the date of actual delivery or the first attempted delivery as

shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested.

15. **Amendment**. No modification, termination or amendment of this Agreement may be made except by written agreement signed by both parties hereto.

16. **Captions**. The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

17. **Severability**. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

18. **Counterparts**. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

19. **Additional Acts**. Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by any party hereto, the parties hereto agree to perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts, deeds and assurances, which may reasonably be required to effect the purposes of this Agreement.

20. **No Presumption**. User has had the opportunity to have this Agreement reviewed by legal counsel and no presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

21. **Governing Law**. This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action venue shall lie in Snohomish County, Washington.

22. **Entire Agreement**. The entire agreement between the parties hereto is contained in this Agreement and the exhibits hereto, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

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

SNOHOMISH COUNTY FIRE DISTRICT NO. 4	**USER**
_____	_____
Name	Name
_____	_____
Title	Title

EXHIBIT "A"
FEE SCHEDULE

Fire Training Facility Fees

Fees will be based on an hourly rate as follows:

No Rental fees will be charged for the following:

- Low impact training of less than 12 people and less than four (4) hours
- Mutual aid training
- This exception to the fees does not cover use of the tower, burn building or any drill that will use consumable materials.

Applicable charges for use and consumables:

- Tower $50 per/hr
- Grounds only $20 per/hr
- Burn Building – 100 per/hr (minimum $400)
- The Whole Facility – $150 per/hr (minimum $400)
- Replacement cost of smoke fluid, wood or other consumables
- Utility Fee for City of Everett or Snohomish Water (as applicable for hydrant use off site)
- Eldon Harvey Auditorium Classroom - $45 per 4 hr min / $11.25 each add'l 1 hr period

Mutual aid Training:

There shall be an equal sharing of the cost of consumables

Shared cost training:

Where an outside user wishes to co-host a training activity with Fire District 4, the District will negotiate a shared rental fee based on number of District participates and estimated cost of use for the facilities to be involved.

Trades:

Where an outside user wishes to trade rental fees for roster spots in the class for Fire District 4 personnel, the District will facilitate such a trade, so long as the roster spots value is equal to or greater than the rental fees.

EXHIBIT "B"
DISTRICT'S RULES AND POLICIES

Purpose:

To provide a guideline that establishes rules of operation for the Fire District #4 Training Facility and unattached perimeter props to ensure safe and effective training operations for all approved users.

Guideline:

A) Authorization:
   1) All internal training sessions at the Training Tower must be pre-approved by the On-duty Battalion Chief.
   2) All external training requests shall be in written format (email is acceptable) and shall be received by the Administrative Secretary for the District no less than three (3) weeks prior to the requested date of use.
      a. The request shall include the type of training; i.e. hose evolutions, search and rescue, firefighter survival, ground ladders.
      b. A description of the tower props that will be included in the training; i.e. ventilation props, outside stairwell, residential portion, standpipe and interior stairwell, forcible entry props.
      c. The amount of time and or number of days the site will be utilized.
      d. Any additional training equipment that is being requested, i.e. cones, manikins, ground ladders, hose, appliances, etc.
      e. Anticipated consumable usage. This will typically be for smoke machine fluid, ventilation prop or forcible entry materials and Class A live fire burning materials.
      f. Accurate post drill consumable usage shall be reported to the On Duty Chief Officer via a Consumable Report upon completion of the drill session(s).
      g. All requests shall be forwarded to the District Safety Officer to ensure that all applicable safety laws and regulations are complied with.
      h. The District will notify requesting party of approval or denial within five business days of receipt of request.
   3) Use of the Training site is not guaranteed until approved and posted on the District Facility Use Calendar.

B) General Rules:
   1) The training ground is a professional work environment and all activities will be conducted in a safe and professional manner. Water-fights, horseplay, running, and any other unsafe conduct will not be allowed.
   2) Tobacco, Alcohol, and or Drug use (IN ANY FORM) are not allowed on the training site. **NO EXCEPTIONS**
   3) Any non-compliance with the department policies and procedures may result in the termination of the drill scenario and may lead to disciplinary action.
   4) All appropriate personal protective equipment shall be worn.
   5) All personnel rules of conduct apply on the training grounds.
   6) All non- Fire District 4 personnel must sign a liability wavier form prior to their participation on the drill ground.

C) Drill Ground and Facility Rules:
   1) Apparatus speeds for driving drill will be kept to the maximum needed to adequately perform drills.

2) NO building, prop or site appliance or equipment shall be used unless an individual recognized and trained as a Prop Manager is on site during the drill.
3) Drills will not be conducted during freezing conditions.
4) A Safety Officer will be assigned for all Multiple Company Drills (MCO). For single crew/apparatus training the Company Officer shall be recognized as the Safety Officer.
5) Safety and Company Officers will monitor temperature conditions for drills held during inclement temperatures, hot or cold, and will appropriately monitor personnel for their physical reaction during those drills.
6) All accidents and/or injuries, damage to the facility, apparatus or equipment, or broken or malfunctioning equipment, shall be immediately reported to the ON-Duty Battalion Chief for District 4.
7) Post Drill cleanup shall be appropriate to the drill ground used, and closure of the facility will comply with Shutdown Procedures as posted for the site.
8) Instructors/User shall complete a Training Plan, to include at the minimum an ICS Form 201, 202 and 203 for all MED to HIGH Risk and MED to HIGH Impact Training. This will be submitted with the Training Request and may be negotiated with the District pertaining to details of the planned event.
9) Fire Hydrant use on site is allowed under the tenants of this policy. Fire Hydrants outside the site shall not be used for training purposes without the approval of the On-Duty Battalion Chief, and may incur expense on behalf of the User as a consumable resource.

The on-duty Battalion Chief shall be contacted at Station 43, (360) 568 2141, for all issues at any time.