

## **INTERLOCAL AGREEMENT-USE OF PROPERTY FOR TRAINING FACILITIES**

THIS INTERLOCAL AGREEMENT is made by and between Pierce County Fire Protection District No. 22, (hereinafter referred to as "User") and White River School District No. 416, 240 N. "A" Street, Buckley, Washington 98321-2050 (hereinafter referred to as "Owner").

WHEREAS, the User has the need for certain training facilities, consisting of real property, to be used for specialized ATV training for the Wilderness Rescue Program; and

WHEREAS, the User needs to protect multiple response trailers and vehicles from the weather in a shelter with easy access for emergency response and training; and

WHEREAS, the User agrees to provide improvements at no cost or obligation to the Owner, including lighting, electrical outlets, graveled access driveway and storage bays in the structure known as the "Storage Shed"; and

WHEREAS, the User agrees that any improvements made to the property or structure by the User remains with the property at the termination of the contract unless otherwise mutually agreed; and

WHEREAS, the Owner is a municipal corporation with suitable property for such use of the "Storage Shed" and training, located adjacent to the User's Station 16 property; and

WHEREAS, the User recognizes its obligation to hold harmless the Owner from any liabilities arising from the use of the facilities;

NOW THEREFORE IT IS HEREBY AGREED BETWEEN THE PARTIES, AS FOLLOWS:

1. Authority. This agreement is entered into pursuant to the authority of RCW 39.34.
2. Purpose and Scope. The purpose of this agreement is to set forth the agreed terms and conditions, pursuant to which User will be allowed to use the property. Under this agreement, the Owner authorizes the User to use a limited part of the property for training and vehicle storage subject to compliance with the conditions stated herein.
3. Training. The User needs land for various types of emergency training including but not limited to all terrain vehicles (ATV's) for the Wilderness Rescue program, trench rescue, vehicle extrication, and hose and ladder training.
4. Storage. The User needs a covered storage area for multiple emergency response trailers and tow vehicles.

5. The Property. Directly adjacent to the User's Station 16 at 23506 Entwhistle Road, Buckley, WA 98321 is the property owned by the Owner. The User needs, for training, an area on the property, measuring 140 feet by 180 feet, more or less, which the Owner authorizes the User to clear and level for the various training types including ATV training, and the use of the "Storage Shed" for emergency vehicle storage. The property consists of vacant, raw land and a pole barn type storage shed structure.
6. In Kind Services. In exchange for the use of the Storage Shed and Property, the User agrees to provide at no charge to the Owner a dedicated Medic Unit and personnel for all regular home football games at the High School (excluding playoff games), plus eight (8) open positions per month in the User's regularly scheduled First Aid - CPR classes. Attendance at these classes must be scheduled through the User's coordinator. In addition, the User agrees to waive the residence requirement and fees as outlined in Resolution 639 and allow any Owner employee to attend without charge to the Owner. The Owner agrees to pay \$1000 per class for up to 25 students for each First Aid - CPR class provided by the User that is scheduled by the Owner in addition to the User's regular scheduled classes. The estimated value of this exchange of service is approximately \$10,000 annually in services provided by the User.
7. Term of Agreement. This agreement shall have a term of three (3) years after its effective date as shown below, provided that the agreement shall be automatically renewed thereafter for one year terms, at the end of such initial three year term, unless the agreement is modified or terminated. Provided further, that this agreement may be terminated by either party giving 180 days written notice to the other party.
8. Access to Property. Because of the training and storage, the User will post the site itself as being for "Fire Department Training Only-No Public Access". The User agrees to monitor access to the property and remove any unauthorized persons from the site.
9. Permits. The User will provide all permits necessary to level the site and add any improvements at the Users expense.
10. Insurance. The User will provide the necessary insurance coverage for the activities on site and list the Owner as an additional insured.
11. Hold Harmless. The User will hold harmless and indemnify the Owner from any and all liabilities (and the cost of defense) arising from the use of the site and/or from this agreement.
12. Delegation of Authority. Both parties agree that the signatories have authority to bind their respective parties. Any and all approvals by governing bodies have been obtained by the signatories prior to affixing their signatures to this agreement
13. Recording. Pursuant to chapter 39.34 RCW, this agreement shall be recorded with the County Auditor, in addition to being maintained as a public record by each of the parties. In lieu of such recording, the agreement may be listed by subject on either party's web site, as allowed by RCW 39.34.040.
14. Alternate Dispute Resolution. Should any dispute arise between the parties hereto, mediation and arbitration shall be pursued instead of court litigation. Each party shall bear their own costs of any impartial mediator or arbitrator, but a single neutral person shall be chosen under the auspices of the Washington Arbitration and

Mediation Service, JAMS, or similar organization, to serve as mediator and/or arbitrator.

15. 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 agreement.


EFFECTIVE THIS 16 DAY OF MARCH, 2010.

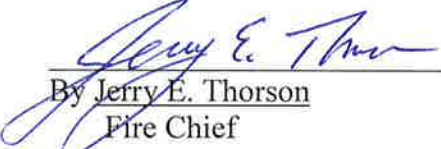
FOR THE OWNER:

FOR THE USER:

**White River School District No. 416**

**Pierce County Fire District No. 22**

  
By Thomas Lockyer  
Superintendent

  
By Jerry E. Thorson  
Fire Chief