

INTERLOCAL AGREEMENT BETWEEN

THE CITY OF OLYMPIA AND BATES TECHNICAL COLLEGE

15538

THIS AGREEMENT is entered into this 1<sup>st</sup> day of July, 2008, by and between Bates Technical College, hereinafter referred to as "Bates," and the City of Olympia, hereinafter referred to as "City".

1. RECITALS.

- a. Pursuant to authority under RCW Chapters 39.34, 28B.50, 41.08, and the City of Olympia's Fire Department, the parties desire to enter into an agreement for the purpose of facilitating training of students at the Command Training Center, hereinafter known as the CTC.
- b. Bates will utilize the CTC for the purposes of providing related training and courses at mutually agreeable times and dates.
- c. Bates will pay the Fire Department a facility rental fee for the appropriate number of hours for the applicable course at the agreed upon rate of \$60.00 per hour.

2. AGREEMENT.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- a. Term. This Agreement shall be for one year duration from July 1, 2008, through June 30, 2009. Parties may mutually agree to extend this Agreement for an additional one year period.

3. COMPENSATION AND METHOD OF PAYMENT: Bates shall reimburse the City in four (4) quarterly payments for the appropriate number of hours the facility was used @ \$60.00 per hour. The City will invoice. Annually, prior to each calendar year, the City will look at a facility increase based on business costs. The increased will then be agreed upon by both parties.

4. TERMINATION. This Agreement may be terminated by either party with notice to the administrative officers, as provided herein, sixty days prior to such termination.

5. GOVERNANCE. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules.
- b. Duties of the parties.
- c. Any other provisions of the Agreement, including materials incorporated by reference.

6. ASSIGNMENT. This Agreement shall not be assigned in whole or in part by the City or Bates without prior written approval of both parties.

7. MODIFICATION. This Agreement may be modified or amended from time to time upon the mutual written consent of both parties. A copy of such written consent shall be appended to this Agreement and by this reference incorporated herein.

8. EQUAL OPPORTUNITY EMPLOYER.

- a. In all services, programs or activities provided by Bates, and all hiring and employment by Bates made possible by or resulting from this Agreement, there shall be no discrimination by Bates or by Bates' employees, agents, subcontractors or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, veteran status, sexual orientation or the presence of any disability, including sensory, mental or physical handicaps; provided however, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Bates shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or

regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of Bates' breach, may result in ineligibility for further City agreements.

- b. In the event of Bates' noncompliance or refusal to comply with the above nondiscrimination plan, this Contract may be rescinded, canceled, or terminated in whole or in part, and Bates may be declared ineligible for further contracts with the City. Bates shall, however, be given a reasonable time in which to correct this noncompliance.
- c. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Bates must complete and return the *Statement of Compliance with Non-Discrimination* attached as Exhibit A.

9. LIABILITY AND INDEMNIFICATION. The parties agree that with respect to any claim, cause of action or suit arising out of the activities described in this Agreement, each party shall be liable only for the acts or omissions of its agents, officers and employees. Each party shall indemnify the other for claims by third parties arising out of the negligence of the indemnitor's officers, agents, and employees acting in the scope of their duties. In the event of allegations of concurrent negligence, each party will bear its own defense costs and its proportionate share of liability based on its percentage of negligence causing the liability.
10. DISPUTE RESOLUTION. Any dispute arising out of the conduct of this Agreement shall first be attempted to be settled through negotiation by appointed representatives of the parties involved. Each party shall appoint a representative to a dispute panel. Those representatives shall mutually agree on a third person to chair the panel. The dispute panel shall thereafter decide the dispute with the majority prevailing. No organization shall have recourse to the courts unless an attempt has been made to settle the dispute under the mechanism set forth herein.
11. INDEPENDENT CAPACITY. Bates, or employees or agents of Bates, are not employees of the City nor shall they make any claim of right, privilege or benefit which would accrue to an employee of the City under the laws of the state of Washington.

12. SEVERABILITY. If any provision of this Agreement or any provision of any law, rule or document incorporated by reference into this Agreement, shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which legally can be given effect without the invalid provision. To this end the provisions of this Agreement are declared to be severable.
  
13. MISCELLANEOUS MATTERS. The parties shall not jointly acquire any property, real or personal, or engage in any joint financing of activities. No common budget is established. No separate legal entity and no joint organization whatsoever is created.
  
14. COMPLETE EXPRESSION. This Agreement and any written attachments or amendments thereto constitute the complete contractual expression of the parties and any oral representations or understandings not incorporated herein are excluded.
  
15. FILING. Upon mutual execution of this Agreement the City shall cause it to be filed with the Thurston County Auditor or record the agreement on their website, as authorized by law.
  
16. NOTICES AND CONTRACT ADMINISTRATORS. The Contract Administrator for the City shall be the Fire Chief of the City of Olympia Fire Department. The Contract Administrator for Bates College shall be the President of Bates College.

All notices with regard to this agreement shall be sent in addition to any other legal requirement to:

City of Olympia:

City of Olympia Fire Chief  
Attn: Shelley Flaherty  
Re: Interlocal Agreement with Bates College  
P.O. Box 1967  
Olympia, WA 98507

Bates College:

Dean of Fire Service Training  
Attn: Wayne Caldwell  
Re: Interlocal Agreement with City of Olympia  
2201 S. 78<sup>th</sup> St.  
Tacoma, WA 98409

CITY OF OLYMPIA

By:

*[Handwritten Signature]*

Mayor

P.O. Box 1967

Olympia, WA 98501-1967

Date: *Sept. 30, 2008*

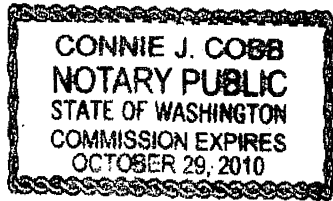
STATE OF WASHINGTON)

)SS.

COUNTY OF THURSTON )

On this 30<sup>TH</sup> day of September 2008, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me Doug Mah, to me known to be the Mayor of the City of Olympia, a municipal corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

WITNESS my hand and official seal the day and year first above written.



*Connie J. Cobb*

Signature

Print: Connie J. Cobb

NOTARY PUBLIC in and for the State of Washington, residing in/at:

Thurston County

My commission expires:

10/29/10

APPROVED AS TO FORM:

Darre N. Denabe OCA



EXHIBIT A

STATEMENT OF COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENT

The Olympia City Council has made compliance with the City's *Non-Discrimination in Delivery of City Services or Resources* ordinance a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies and their employees understand and carry out the City's non-discrimination policy. Accordingly, each City contract for services contains language that requires an agency to agree that it shall not discriminate against an employee or client on the grounds of race, creed, color, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any disability. Indicate below the methods you will employ to ensure that this policy is communicated to employees and clients.

Bates Technical College affirms compliance with the City of Olympia's non discrimination ordinance and contract provision by two or more of the following actions:

- Text of non-discrimination contract is posted on printed material with broad distribution (newsletters, brochures, etc.)
- What type and how often? Quarterly College Class Schedule
- Text of non-discrimination contract provision is posted on each application for service.
- Text of non-discrimination contract provision is posted on the agency's web page.
- Text of non-discrimination contract provision is included in human resource materials provided to job applicants and new employees.
- Text of non-discrimination contract provision is shared during meetings.
- What type of meeting, and how often? \_\_\_\_\_
- If, in addition to two of the above methods, you use methods of providing notice of non-discrimination, please list:  
\_\_\_\_\_  
\_\_\_\_\_

By signing, I acknowledge compliance with the City of Olympia's non-discrimination ordinance.

Failure to satisfactorily submit a compliance plan constitutes a breach of contract.

Pat Dale  
(Signature)

08/19/08  
(Date)

PLEASE SUBMIT TO:  
City of Olympia  
Attn: Pat Dale  
P.O. Box 1967  
Olympia, WA 98507-1967