



September 4, 2012

To: Dr. Jean Shumate
Dr. Lloy Schaaf
School Board Members

From: Kevin Plambeck, Director, CTE

Re: Interlocal Agreement for Fire Service Training

For your approval and signature is an Interlocal Agreement for Fire Service Training with Island County Fire District #1 (known as Camano Island Fire and Rescue) for the 2012-13 School Year.

Last year this same interlocal agreement with Camano Island Fire and Rescue was presented and approved by the School Board, after a thorough review by both the school district legal representatives and the attorney for the fire district. The intent of the interlocal agreement remains the same: Camano Island Fire and Rescue shall provide a fire fighting training and instruction to Junior and Senior students enrolled in the Stanwood-Camano School District. This agreement is for the 2012-2013 school year.

Recommendation: That the Board of Directors approved the revised Interlocal Agreement with Island County Fire District #1 for the 2012-2013 school year

INTERLOCAL AGREEMENT FOR FIRE SERVICE TRAINING

This Interlocal Agreement for Fire Service Training (“Agreement”) is made and executed by and between **STANWOOD-CAMANO SCHOOL DISTRICT NO. 401**, a municipal corporation (hereinafter the “School”), and **ISLAND COUNTY FIRE PROTECTION DISTRICT NO. 1**, also known as Camano Island Fire & Rescue, a municipal corporation (hereinafter the “Fire District”).

WHEREAS, the parties hereto are both municipal corporations, and desire to enter into an Interlocal Agreement pursuant to RCW Chapter 39.34;

WHEREAS, the Fire District has the facilities, firefighting equipment, and firefighting training instructors;

WHEREAS, the School has the ability to provide funding for a fire service training program (“Fire Service Training Program”) designed to give high school students an awareness of firefighting techniques and skills;

WHEREAS, the School desires to provide a Fire Service Training Program for its students and the Fire District is willing to establish such a program in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, and promises contained in this Agreement, the parties agree as follows:

1. **Fire Service Training Program.** The Fire District shall provide a Fire Service Training Program (the “Program”) to the School’s high school students who are accepted into the program (“Students”). A certified instructor will provide the training to students enrolled in the School’s Career & Technical Education Program for 180 days.
2. **Background Check.** To the extent permitted by law, the Fire District will perform a records check through the Washington State Patrol criminal identification system under RCW 43.43.830-43.43.834, 10.97.030, and 10.97.050, including a fingerprint check if applicable under RCW 43.43.837, before hiring any employee who will be assigned to work with the Students enrolled in the Program. To the extent permitted by law, the Fire District shall provide a copy of all said record checks to the School. If the Fire District employees have had a records check within the previous two (2) years, the School may waive the requirement. The School shall pay any costs associated with any records check performed pursuant to this section.
3. **Compensation.** The School agrees to pay the Fire District the sum of \$17,000.00. Such sum shall be due and payable as follows: \$8,500 due upon signing of this Interlocal Agreement and \$8,500 due February 10, 2013.
4. **Students.** Any Student receiving instructional services from the Fire District shall be a duly enrolled student in the Stanwood-Camano Career and Technical Education Program. Neither the School, nor the Fire District, will require any student to make tuition payments as a

condition of receiving the instruction and training contemplated by this Agreement. Each Student, however, shall be responsible for personal supplies, clothing, etc., which they will take with them upon conclusion of the training and which shall be retained by them as their own personal property.

5. Term of Agreement. The term of this Agreement shall be for the 2012-2013 school year, which will commence on September 1, 2012, and shall terminate on June 30, 2013. Continuation of this Agreement shall be on an annual basis, subject to approval by the Fire District, the School, and by the Career & Technical Education Division of the Office of Superintendent of Public Instruction.

5.1 This Agreement shall not renew automatically, but may be renewed in writing for additional one-year terms by the written, mutual agreement of each of the parties hereto.

6. Program. Both the School and the Fire District shall conform to the recommended Program as approved by the Career and Technical Education Program Standards and Frameworks, and as submitted by the School for approval by the Office of Superintendent of Public Instruction.

7. Enrollment. This Agreement, and the services described herein, is based upon a maximum enrollment of 25 students. The Fire District shall provide a minimum of 2 ½ hours per school day, of classroom instruction and clinical / practicum training experience for the school year.

8. Additional Funding. In addition to the \$17,000.00 provided for the 2012-2013 school year, the School will exert its best efforts to obtain grant money for this program from the Office of Superintendent of Public Instruction, and any other sources that may be available to the School. Any grant funds obtained by the School for the purposes of the Program, minus any grant funds designated for administrative, indirect, or overhead costs, shall be paid by the School to the Fire District for this program; any such funds shall be in addition to the compensation identified in Section.

9. Student Requirements. The School shall ensure that Students participating in this program shall be limited to:

- a. Registered students in the School;
- b. Be at least junior and senior students at the time of commencement of the instructional program;
- c. Be accepted by the School's Career and Technical Education Program Director for the Program, and pass the Fire District's entry interview process;
- d. Shall have met any other School requirements or prerequisites for entry into the Program;
- e. Shall meet any requirements of the Fire District; and,

- f. Shall, prior to participation in the Program, provide the Fire District with a signed Release in the form attached hereto as Exhibit "A", which is executed by a parent or legal guardian.

10. **Students of School.** Neither the Fire District, nor anyone employed or contracted by them shall be deemed an agent, representative, employee, or servant of the School. The officers, representatives, agents, and employees of the School shall not be deemed to be the agents, representatives, employees or servants of the Fire District. All Students enrolled in this program are and shall remain students of the School and shall not be the responsibility of the Fire District.

11. **Compliance with Law.** Except to the extent permitted by a bona fide occupational qualification, each party agrees to comply with all federal and state rules and regulations and does not discriminate on the basis of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person.

12. **Termination.** This Agreement may be terminated under any of the following conditions:

- a. Immediate termination by mutual written agreement of both parties;
- b. Termination by either party delivering written notice thereof to the other party at least 60 days prior to commencement of any scheduled school semester; and,
- c. For breach of any of the obligations set forth in this Agreement.

The terminating party shall provide notice of intent to terminate to the other party, and the basis for such termination. The party in breach shall have 14 days to respond and cure the breach to the satisfaction of the terminating party. The Fire District shall be compensated for all work completed prior to termination of this Agreement. The School shall be refunded, on a pro rata basis, any difference between payments made in advance and not earned by the Fire District under Sections 3 and 8 of this Agreement if the contract is terminated under this provision or under the provisions of 12.1.

12.1 Notwithstanding anything to the contrary, the Fire District may terminate this Agreement at any time, with or without cause, by notifying the School in writing. However, the Fire District will attempt to provide reasonable advance notice when possible to do so. Additionally, the Fire District reserves the following rights:

- a. To immediately terminate the participation of any Student in the program for misconduct, failure to follow rules or procedures of the Fire District, or any other reason which, in the Fire District's discretion, justifies dismissal; and

- b. To suspend the Program for an indefinite period of time.

13. **Property Loss or Damage.** The Fire District shall not be responsible to the School or Students for any property loss or damage done to the School's or any Student's personal property. It shall be the Student's responsibility to provide his/her own protection against such losses.

14. **Insurance.** Both parties shall procure and maintain a comprehensive general liability policy covering all claims for personal injury (including death) and/or property damage for losses arising from this Agreement. The limits of liability shall not be less than One Million Dollars (\$1,000,000) for each occurrence and in the aggregate unless the parties both approve, in writing, a lesser liability limit. The School or Fire District shall provide a certificate of insurance and, if requested, copies of any policy to each other. The policy of insurance required herein shall (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended or canceled with respect to either party except upon forty-five (45) days' prior written notice from the insurance company to the other party; (iii) expressly provide that the insurance proceeds of any loss will be payable notwithstanding any act or negligence of the School or the Fire District which might otherwise result in a forfeiture of said insurance.

14.1 **Indemnification.** To the extent permitted by law, the School and Fire District shall indemnify, defend, and hold harmless each other's officers, elected or appointed officials, employees, agents, and volunteers from any and all claims, injuries, damages, losses, or suits, including all legal costs, attorneys', and expert witness fees arising out of, or in connection with this Agreement, except for injuries and damages caused by the sole negligence of either party and its officers, elected or appointed officials, employees, agents and volunteers. In the event of concurrent negligence, a party's defense and indemnification responsibilities shall be in proportion to that party's negligence.

15. **Notices.** Any notices and demands under this Agreement shall be in writing, and sent to the parties at their addresses as set forth below:

Stanwood-Camano School District No. 401

Attn: Kevin Plambeck, CTE Director
26920 Pioneer Highway
Stanwood, WA 98292-9548

Camano Island Fire & Rescue

Attn: Mike Ganz, Chief
811 N. Sunrise Blvd
Camano Island, WA 98282

Either party may change the addresses above by notifying the other party in writing of the new address.

15.1 Any notices and/or demands under this Agreement shall be sent by registered or certified mail, return receipt requested. Any notices shall be deemed effective when mailed or hand-delivered to the parties at the addresses set forth above.

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. **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 exclusively in the Superior Court for Island County, Washington.

19. **Entire Agreement.** The entire agreement between the parties hereto is contained in this Agreement and attached exhibit; 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.

DATED this ____ day of _____ 2012 in Stanwood, Washington

**ISLAND COUNTY FIRE PROTECTION
DISTRICT NO. 1 (Camano Island Fire & Rescue)**

Mike Ganz, Chief
Camano Island Fire & Rescue

STANWOOD-CAMANO SCHOOL DISTRICT NO. 401

Jean Shumate, Ed.D.
Superintendent

Kevin G. Plambeck
Director of Career & Technical Education