



HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT (the "Agreement") is made and entered into as of this 14th day of December, 2010 by and between Bellevue Fire Department and Kirkland Fire Department (together the "Parties").

RECITALS

WHEREAS, Kirkland Fire Department provides its firefighter recruits and firefighters with the best possible training in various aspects of firefighting; and

WHEREAS, Bellevue has a state-of-the-art training facility – Bellevue Public Safety Training Center – which includes a six-story training tower located at 1838 116th Avenue N.E., Bellevue, Washington and surrounding drill grounds (the "Training Facility"); and

WHEREAS, Bellevue has made the Training Facility available to Kirkland Fire Department for training purposes; and

WHEREAS, Kirkland Fire Department firefighter recruits and firefighters will benefit from training at Training Facility.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Scheduling.** Firefighter recruits and firefighters, under the supervision of a Kirkland Fire Department Supervisor, are granted access to the Training Facility from the hours of 8:00 am to 5:00 pm on the dates listed in Attachment A ("the Training Period"), only for the purpose as described in the Training Plan developed by Bellevue and as described in Section 3.2 of this Agreement.
2. **Kirkland Fire Department's Responsibilities.**
 - 2.1 A Kirkland Fire Department supervisor shall be on-site at all times during the training exercises.
 - 2.2 The Kirkland Fire Department Supervisor shall conduct a physical inspection of the Facility for any hazards or dangerous conditions on the premises or equipment. If any such hazards or dangerous conditions exist a Kirkland Fire Department Supervisor shall notify Bellevue immediately and cease all training exercises.
 - 2.3 Prior to arriving at the Training Facility, the Kirkland Fire Department Supervisor shall notify a Bellevue Fire Department Supervisor at 425-452-7845.

- 2.4 Kirkland Fire Department shall at all times conduct its training activities so as not to interfere with, obstruct, or endanger Bellevue's operations or facilities and/or the public.
- 2.5 During the training exercises, no unauthorized personnel or spectators shall be allowed at the Bellevue Public Safety Training Center without Bellevue's prior written approval. All authorized visitors, personnel, or others not directly under the control of Kirkland Fire Department shall execute a Hold Harmless Agreement with Bellevue addressing any and all liability for claims, costs, judgments, or awards in a form approved by Bellevue prior to entering the site area.

3. Bellevue's Responsibilities

- 3.1 A Bellevue Fire Department Supervisor shall be on-site at all times during the training exercises.
- 3.2 Bellevue shall develop the training plan which shall include companies in attendance and training exercises to be performed.

4. Due Care, Restoration. Kirkland Fire Department agrees that it will take all due care to avoid damage to the Training Facility. Kirkland Fire Department shall notify Bellevue immediately of any damage to the Facility. Kirkland Fire Department shall be liable for all costs associated with the repair, replacement, and restoration of the Training Facility for any and all damage that may occur as a result of the training exercises, except for normal wear and tear. Kirkland Fire Department shall leave the premises in an equal or better condition than existed upon Kirkland Fire Department's arrival.

5. Indemnification & Hold Harmless.

- 5.1 Kirkland Fire Department acknowledges and accepts that the training activities conducted by Kirkland Fire Department at the Training Facility may be dangerous and may have the potential for physical injury, and hereby assumes any and all risks pertaining to its employees and recruits participating in the training.
- 5.2 Kirkland Fire Department shall protect, defend, indemnify, and save harmless the City of Bellevue, its elected officials, directors, employees, and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the use of the Training Facility and the training exercises contemplated herein. In the event the City of Bellevue incurs any judgment, award, and/or cost arising there from, including attorneys' fees, to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from Kirkland Fire Department. For this purpose, Kirkland Fire Department, by mutual negotiation, hereby waives, as respects the City of Bellevue, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event Bellevue incurs any judgment, award, and/or cost arising there from, including attorneys' fees, to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from Kirkland.

6. Insurance. The City of Kirkland is part of an insurance pool, the Washington Cities Insurance Authority ("WCIA"). A letter evidencing this status must be provided and attached as an exhibit and shall be accepted by the City of Bellevue as fully addressing the insurance requirements set forth in Attachment B herein.
7. Non-assignment. Kirkland Fire Department shall not assign or transfer its rights, privileges, and obligations under this Agreement to any other party. Notwithstanding the foregoing, nothing in this section shall be construed to impair the Parties' rights to allow others to make use of their respective facilities at their sole discretion.
8. Termination. This Agreement is effective upon the final signature of the Parties and will remain in effect until the expiration of the Training Period. Notwithstanding the foregoing provision, the indemnification and hold harmless provisions contained in Section 5 of this Agreement shall survive the termination of this Agreement.
9. Entire Agreement; Applicable Law. This Agreement sets forth the entire agreement of the parties, and there are no other agreements or understandings, oral or written, between them concerning the subject matter hereof. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. Venue shall be King County, Washington.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

Kirkland Fire Department


By: 
 Title: Deputy Fire Chief, Operations

Approved as to Form

By: 

Title: Assistant City Attorney

BELLEVUE FIRE DEPARTMENT

By: 

Title: FIRE CHIEF

Approved as to Form

By: 

Title: Assistant City Attorney

ATTACHMENT "A"
LIST OF TRAINING DATES

2010

October 18, 19, 21, 22, 26 and 29. Additional training may occur in the months of November and December, but shall not exceed 10 days per month; dates to be mutually agreed to by the parties.

2011

Training in 2011 will be in the months of January, March, May, July, September and November, but shall not exceed 10 days per month; dates to be mutually agreed to by the parties.

ATTACHMENT "B"

INSURANCE REQUIREMENTS

Kirkland shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Kirkland, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by Kirkland. Insurance shall meet or exceed the following unless otherwise approved by the City.

A. Minimum Insurance

1. Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate.
2. Stop Gap/Employers Liability coverage with limits not less than \$1,000,000 per accident/disease,
3. Business Automobile Liability coverage with limits not less than \$1,000,000 per accident for any auto,
4. Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

B. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City.

C. Other Provisions

Commercial General Liability (including the Products/Completed Operations Coverage) policies shall be endorsed to:

1. Include the City, its officials, employees and volunteers as additional insureds,
2. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City,
3. Each insurance policy shall provide that coverage shall not be canceled except after thirty (30) days' written notice has been given to the City.

D. Acceptability of Insurers

Insurance shall be placed with insurers with a rating acceptable to the City.

E. Verification of Coverage

Kirkland Fire Department shall furnish the City with certificates of insurance required by this clause. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors

Kirkland Fire Department shall require subcontractors to provide coverage which complies with the requirements stated herein.

Approved as to form:

Assistant City Attorney