

Facilities Use and Outside Trainers

Fire districts have been entrusted with public funds to purchase and use property and equipment for the public good. Over the years there have been instances of training that has gone awry and caused damage to not just district equipment and property, but to the public trust. Third party vendors or trainers can be a useful tool; however, they have their own set of complications. Here are some best practices to keep in mind when allowing outside groups or vendors to use your facility for any reason including training. For other public entities we also recommend your district have a current IGA or contract in place defining the terms of your relationship. SDAO Risk Management or Legal Services can be of assistance with answering questions about these agreements. Contact your agent for insurance coverage questions, such as proper limits.

Contracts and Agreements

- The district has implemented a policy on use of district property, including vehicles and equipment.
- The district has a current use agreement or contract on file for all planned events.
- The district has had the written agreement reviewed by the district's general counsel.
- The agreement includes language addressing the following:
 - Indemnity language that names who is responsible for damage or injuries.
 - Insurance language that names the district as the additional insured with appropriate levels of coverage, **contact your agent to determine appropriate amounts.**
 - Language related to the prohibition of harassment and discrimination and/or creating a hostile work environment.
 - Documented specifics about the event, including any exclusions that are necessary.
 - Documented fees that are to be charged for the event.
 - Additional language about requirements or expectations, such as access to district facilities, equipment usage, signage or promotion of the event, prohibitions, or limitations, etc.
 - Language detailing the termination of the agreement, under what conditions, emergencies, non-compliance, timeframes, etc.

Live Fire or Hazardous Training

- If the district is hosting or participating in a live fire or other potentially hazardous training event, there are **additional** considerations the district must include in the agreement:
 - Document responsibility for providing appropriate PPE to the participants.
 - If the PPE is not what the participant is currently using and trained on at their district, who is responsible for providing that training to meet OSHA standards? **OAR 437-002-0134 and OAR 437-002-0182**
 - Who is responsible for the cleaning and decon of the PPE?
 - If using respirators or SCBA who is responsible for ensuring that all OSHA respiratory standards are met prior to use? (i.e., medical evaluation, fit testing, training, etc.)

- The district has been provided a current training plan that addresses foreseeable risks. For live fire training, does that plan meet the requirements in NFPA 1403? – **there is language in the SDIS coverage documents requiring adherence to that standard.**
- Document who is responsible for providing workers' compensation coverage for all participants and instructors.
- Document who is responsible for damage to equipment, property, or the creation of foreseeable hazards (e.g., we burn the neighbor's fence or trees, we back into a building, we drop a powerline due to an overly active fuel load, or we damage a training prop).
- Document who is responsible for clean-up of the training area to remove debris.

Event Oversight, Planning, and Supervision

- The district provides on-site supervision of any event held on their property or property they are responsible for. This ensures the agreement is being adhered to and to address concerns or hazards that arise; consider charging a fee for this.
- The district requires an adequate number of pre-planning meetings with district staff.
- The district has been provided appropriate event planning documents by the event organizer.
- The district requires adequate levels of liability insurance from the event organizer – discuss with the district's insurance agent for appropriate coverage (event organizer has access to TULIP single event insurance through the district's agent).
- The district has a single point of contact for review **and** approval of these and all agreements - **The chief should have oversight of the agreements if they are not the point of contact for approvals.**