

RESOLUTION 2014 - 103



**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SUNNYSIDE, WASHINGTON,  
APPROVING AN INTER-LOCAL AGREEMENT WITH  
YAKIMA COUNTY FIRE DISTRICT #5  
FOR SHARED APPARATUS USE**

**WHEREAS**, the City of Sunnyside has previously entered into similar agreements with Yakima County Fire District #5 utilizing joint ownership and use of fire apparatus and response personnel; and

**WHEREAS**, it is the intent of both parties to this agreement to provide the most cost effective emergency medical/fire rescue service possible while protecting the lives and property of the citizens residing within the respective boundaries of the parties; and

**WHEREAS**, parties intend to render each other the maximum cooperation possible in sharing personnel, equipment, and other resources, in order to provide emergency medical/fire rescue service; and

**WHEREAS**, in order to facilitate, accommodate, and promote emergency medical/ fire rescue service with the City of Sunnyside, the City has an occasional need for the use of a rescue aid unit (Rescue 13) and a type 6 engine (Brush 613); and

**WHEREAS**, Yakima County Fire District #5 has made these units available to the city in exchange for the city will providing automatic mutual aid with on duty city personnel for reported structure fires only within station 13's primary response area; and

**WHEREAS**, the City Council finds and determines that approval of agreement is in the best interest of the residents of the City of Sunnyside and will promote the efficiency of administration and operation of the Sunnyside Fire Department, and will promote the general health, safety and welfare.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON**, as follows:

**Section 1.** That the inter-local agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, by and between the City of Sunnyside and Yakima County Fire District #5, is hereby approved; and the City Manager is hereby authorized to execute and administer such agreement for and on behalf of the City of Sunnyside.

**Section 2.** This Resolution shall be effective upon passage, approval, and signatures hereon in accordance with law.

**PASSED** this 22<sup>nd</sup> day of September, 2014.

  
\_\_\_\_\_  
JAMES A. RESTUCCI, MAYOR

**ATTEST:**

  
\_\_\_\_\_  
DELILAH SAENZ, CMC, CITY CLERK

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
KERR LAW GROUP, PLLC  
Attorneys for the City of Sunnyside

EXHIBIT "A"

**Inter-local Agreement with  
City of Sunnyside and Yakima County Fire District 5  
(Rescue 13 and 613)**

**I. Recitals**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 between Yakima County Fire District 5, a political subdivision of the State of Washington, (hereinafter referred to as "District"). And the City of Sunnyside, a municipal corporation, (hereinafter referred to as "City").

WHEREAS, it is the intent of both parties to this agreement to provide the most cost effective Emergency Medical/Fire and Rescue service possible while protecting the lives and property of the citizens residing within respective boundaries of the parties; and

WHEREAS, the parties intend to render each other the maximum cooperation possible in sharing of personnel, equipment and other resources, in order to provide Emergency Medical/Fire Rescue service; and

In order to facilitate, accommodate and promote Emergency Medical/Fire and Rescue services within the District, the District has a rescue aid unit (Rescue 13) and a type 6 engine (613) to use at such said Emergency Medical/Fire Rescue incidents.

In order to facilitate, accommodate and promote Emergency Medical/Fire and Rescue services within the City, the City has a need to use a rescue aid unit (Rescue 13) and a type 6 engine (613) within the City.

**II. Agreement**

WHEREFORE, in consideration of the mutual covenants, conditions and promises herein, the parties mutually agree as follows:

1. Description of property: One (1) rescue aid unit referred to as Rescue 13 and One (1) Type 6 engine referred to as 613.
2. The term of this agreement shall be from the date of execution and shall automatically renew thereafter from January 1 to December 31 of each year, absent written notice of termination or withdrawal given by a party to this agreement, sixty (60) days prior to December 31 of any year.

EXHIBIT "A"

3. That the District will agree to the cities use of Rescue 13 to be utilized as a rescue/aid unit and 613 to be utilized as a fire response unit. Both units will be housed at the District fire station (Station 13). In return for the use of these units, the City will provide personnel to automatically mutual aid the District. The on duty City personnel will respond to a report of a structure fire in the Primary Station 13 Response area. This automatic mutual aid shall occur when City staffing levels allow it. This is to insure that critical staffing levels are maintained in the Cities response area. As volunteers respond to these incidents, every effort will take place to get on duty City personnel back to the City as soon as possible.
4. Insurance shall be maintained by the District on the vehicle to protect the District's interests.
5. Each party agrees to be responsible and assume the risk of liability for its own wrongful and/or negligent acts or omission, or those of its officers, agents, or employees to the extent that liability exists, and agrees to save, indemnify, defend, and hold the other members harmless from any such liability.
6. Any additional insurance needs for any specific use shall be the responsibility of the party of which has this need.
7. The parties to the agreement shall defend, indemnify, and save another harmless from any and all claims arising out of the performance of this agreement, except to the extent that the harm complained of arises from sole negligence of one of the participating members.
8. The district shall be responsible for maintenance on all normal wear and tear issues that come up on these vehicles. If any items such as body damage or burst tires happen on a city call it will be the responsibility of the city to repair such said items or anything else through discussion with the district deemed to be the reasonability of the city. All repairs will be to the satisfaction of the district. All repair decisions will be made in conjunction with the district mechanics.
9. The District will have sole ownership of Rescue 13 and 613 and may have a need to utilize the described units from time to time for other duties. The

EXHIBIT "A"

District will make every effort to replace the units with comparable units to serve the needs of both parties when Rescue 13 and 613 are not at their normal duty station.

10. The parties will operate Rescue 13 and 613 on a cooperative basis in order to best serve the needs of the City and District in the discharge of their statutory duties.
11. All separately owned equipment of each party to this agreement which is brought into this agreement and carried and utilized on these units shall remain the separately owned equipment of each entity unless and until by specific agreement, a party shall by purchase or other means acquire a specific interest in a specific piece of otherwise separately owned property. All such equipment shall be in agreement of the parties of this agreement before being placed on the unit.
12. The City shall comply with all District standards in regards to operational requirements of their drivers/operators. The City will also follow the guidelines outlined by the District and its insurance carrier, such as driver background checks and training.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be duly executed as set forth below.

City of Sunnyside

Yakima County Fire District 5

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Chairman of the board  
Todd Lunning

Attest:

Attest:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_