

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE AND
THE CITY OF MABTON**

THIS INTERLOCAL AGREEMENT, hereinafter “Agreement,” is made and entered by and between the City of Sunnyside, a Washington municipal corporation, (hereinafter “Sunnyside”), and the City of Mabton, a Washington municipal corporation, (hereinafter “Mabton”.) This Agreement is entered into under the authority of RCW 35A.11.010 and is in conformity with RCW Chapter 39.34, the Interlocal Cooperation Act.

WHEREAS, Sunnyside and Mabton have a cooperative relationship where both are dedicated to protecting, serving and enhancing public safety of the citizens of both cities; and

WHEREAS, Sunnyside and Mabton are both cooperate in the Yakima County Mutual Aid Agreement; and

WHEREAS, Sunnyside and Mabton seek to further this ongoing cooperative relationship by entering into a mutual aid agreement relating to the provision of automatic aid in the event of structure fires in either city; and

WHEREAS, participation in the Yakima County Mutual Aid Agreement has been authorized by the city councils of Sunnyside and Mabton at duly convened public meetings;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth herein, it is agreed by and between Sunnyside and Mabton as follows:

1. Purpose. The purpose of this Agreement is to improve fire protection, fire prevention, emergency medical service response, hazardous materials control, and/or any other emergency support within the respective jurisdictions by facilitating auto aid.

Neither party shall incur any financial obligation to the other as a result of this agreement.

2. Term. This Agreement shall be effective on June 01, 2020 and shall continue for a period of one year there from and shall automatically renew from year to year unless terminated by either party in accordance with Section 11 of this Agreement.

3. Obligations of the Parties.

A. Sunnyside agrees to supplement Mabton resources through simultaneous dispatch of a structure engine to reported structure fires in the City of Mabton.

B. Mabton agrees to supplement Sunnyside resources through simultaneous dispatch of a structure engine to reported structure fires in the City of Sunnyside.

C. The first arriving company or duty officer shall initiate and establish command and have it assumed upon arrival of an officer from the agency having jurisdiction.

D. Each party, subject to the terms, conditions and limitations herein, shall be solely responsible for control of its personnel, standards of performance, discipline, and all other aspects of performance by its employees while performing services under this Agreement.

E. In the event of simultaneous calls for service whereby facilities and/or resources of either party are taxed beyond its ability to perform all needed services, the officers and agents of the party shall have discretion as to the priority handling of such calls and notify dispatch when resources will be delayed, diverted, alternatively replaced by another type of apparatus, or otherwise unable to respond and provide assistance.

F. The auto aid provided herein shall be without reimbursement unless expressly agreed to by the jurisdiction requesting and the jurisdiction providing such aid.

4. Administration. This Agreement shall be administered jointly by the chief officers of the respective jurisdictions. This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation allowed under RCW 39.34, the Interlocal Cooperation Act.

5. Indemnification and Hold Harmless.

A. Sunnyside agrees to protect, defend, indemnify, and hold harmless Mabton, its officers, elected officials, agents, and employees from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorney fees and disbursements) caused by or occurring by reason of any negligent act and/or omission of Sunnyside, its directors, officials, officers, employees, agents, and/or volunteers arising out of or in connection with the activities of Sunnyside under and pursuant to this Agreement, including but not limited to any personal injury, death, and/or property damage claim, demand, lawsuit or other proceeding brought against Mabton.

B. Mabton agrees to protect, defend, indemnify, and hold harmless Sunnyside, its officers, elected officials, agents, and employees from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorney fees and disbursements) caused by or occurring by reason of any negligent act and/or omission of Mabton, its directors, officials, officers, employees, agents, and/or volunteers arising out of or in connection with the activities of Mabton under and pursuant to this Agreement, including but not limited to any personal injury, death, and/or property damage claim, demand, lawsuit or other proceeding brought against Sunnyside.

C. In the event that the officials, officers, agents, and/or employees of both Mabton and Sunnyside are negligent, each Party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney fees).

D. Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party.

E. The provisions of this Section shall survive the termination or expiration of this Agreement.

6. No Effect on Other Unrelated Agreement; Integration and Supersession.

This Agreement sets forth all of the terms, conditions, and agreements of the parties relative to the subject matter hereof. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties. To the extent that this Agreement directly contradicts any currently existing prior contract language between the parties, this Agreement shall supersede such directly contradictory contract language. The remainder of all currently existing agreements between the parties remain in full force and effect.

7. Severability.

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

8. Non-Waiver. The waiver by Mabton or Sunnyside of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.

9. Termination. Either party may terminate this Agreement, with or without cause, by giving the other party thirty (30) calendar days written notice of termination.

10. Notices. Unless stated otherwise herein, all notices and demands shall be in writing and sent to the parties to their addresses as follows:

TO SUNNYSIDE: Ken Anderson, Fire Chief
 Sunnyside Fire Department
 818 E. Edison Street
 Sunnyside, WA 98944

TO MABTON: Luke Cussins, Fire Chief
 Mabton Fire Department
 305 N. Main Street
 Mabton, WA 98935

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid or hand delivered. Such notices shall be deemed effective when mailed or hand delivered at the addresses specified above.

11. Survival. Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this agreement and shall be binding on the parties to this Agreement.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

13. Venue. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Yakima County, Washington.

14. Non-Exclusive Agreement. The parties to this Agreement shall not be precluded from entering into similar agreements with other municipal corporations or public agencies.

15. Compliance with Law. All parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement.

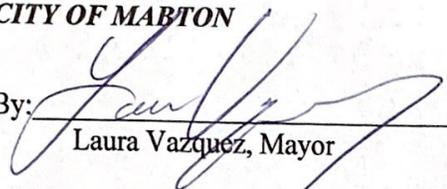
16. Neutral Authorship. Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

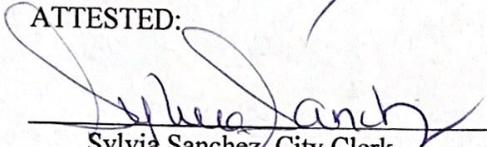
17. No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the parties hereto. This Agreement shall confer no benefits, direct or indirect, on any third persons, including employees of the parties. No person or entity other than the parties themselves may rely upon or enforce any provision of this Agreement.

18. Status of Employees. No agent, employee, or other representative of either party shall be deemed an agent, employee, or other representative of the other party for any reason.

EXECUTED this ___ day of _____, 2020, for CITY OF MABTON.

CITY OF MABTON

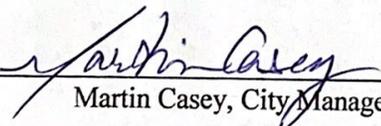
By: 
Laura Vazquez, Mayor

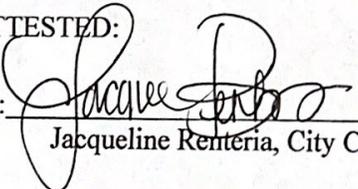
ATTESTED:

Sylvia Sanchez, City Clerk

Resolution No. 2002-05

EXECUTED this 28 day of May, 2020, for the CITY OF SUNNYSIDE.

CITY OF SUNNYSIDE

By: 
Martin Casey, City Manager

ATTESTED:
By: 
Jacqueline Renteria, City Clerk

Resolution No. N/A

CITY CONTRACT NO: A-2020-35
RESOLUTION NO: X
COUNCIL MTG: 05/20/2020

RESOLUTION 2020-05

A RESOLUTION APPROVING INTERLOCAL AGREEMENT BETWEEN THE CITY OF MABTON AND THE CITY OF GRANDVIEW, CITY OF SUNNYSIDE, AND YAKIMA COUNTY FOR MUTUAL AID

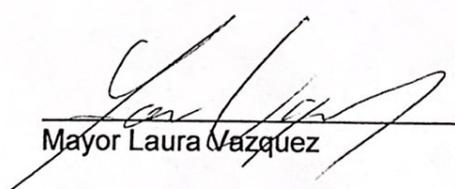
WHEREAS, the City of Mabton and the City of Grandview, City of Sunnyside, and Yakima County wish to enter into an agreement to improve fire protection, fire prevention, emergency medical service response, hazardous materials control, and/or any other emergency support within the respective jurisdictions by facilitating auto aid, a copy of which is attached hereto

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MABTON, WASHINGTON AS FOLLOWS:

The Interlocal Agreement between the City of Mabton and the City of Grandview, The City of Sunnyside and Yakima County for Mutual Aid is hereby approved, and the Fire Chief is authorized to sign said agreement for the City of Mabton.

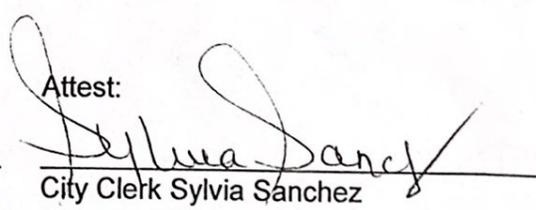
This Resolution shall be effective June 1, 2020 and signatures hereto.

PASSED by the **CITY COUNCIL** of The City of Mabton at its regular meeting on the 12th day of May 2020



Mayor Laura Vazquez

Attest:



City Clerk Sylvia Sanchez

Approved As to Form:

City Attorney James Carmody