

Inter-Local Agreement between City of Sunnyside
And Yakima County Fire District #5

I. RECITALS

THIS AGREEMENT is entered into this 30th day of September, 2022 between Yakima County Fire District #5, a municipal corporation, (hererinafter referred to as "District") and the City of Sunnyside, a municipal corporation, (hererinafter referred to as "City").

WHEREAS, the District Fire Commissioners have approved the plan to repair and/or replace the east ramp at the District's Station 13; and

WHEREAS, the City seeks to add a fire prevention, public education and recruitment and retention reader board on City land at the corner of Edison Avenue and S. 8th Street; and

WHEREAS, the City seeks to extend underground electrical service from its fire station to a suitable location at the corner of Edison Avenue and S. 8th Street; and

WHEREAS, the District's Station 13 is located between the City's Fire Station and desired location at Edison Avenue and S 8th Street; and

WHEREAS, this new infrastructure may be mutually beneficial to both parties.

II. AGREEMENT

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

1. To prevent delay of the District's east ramp repair and/or replacement project, the City will utilize the District's selected ramp project contractor for the City's smaller project described herein.
2. The District will allow the City or its contractor to trench from City property to City property beneath the District's Station 13 east ramp prior to the District completing repair and/or replacement of said ramp; allow the City to place in the trench approved electrical conduit; allow the City to backfill and compact approved gravel and/or dirt in compliance with present L&I electrical and City adopted building codes.
3. The District will allow the City or its contractor to stretch electrical cable through the installed conduit at a later date; and
4. The District will allow the City to access the underground conduit from City property for any inspections, installs, repairs or maintenance.

5. The City will bear the entire expense of trenching, conduit purchase and placement, backfilling, compacting, and all electrical works and permits and any ongoing repair and maintenance of installed components; and
6. In the event the District so chooses to repair and or replace the same ramp in the future, the City will bear the sole expense and effort necessary to effect any necessary changes or repairs to the aforementioned electrical wiring and components to remain within code compliance.
7. The term of this agreement shall be from the date of execution and shall automatically renew thereafter from January 1 to December 31st of each year, absent written notice of termination or withdrawal. Any request for termination or withdrawal from this agreement by either party shall be submitted at least sixty (60) days prior to December 31st of any year.

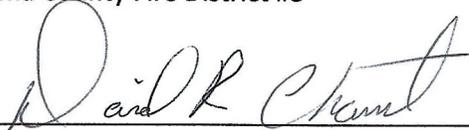
IN WITNESS WHEREOF, the parties hereto cause this agreement to be duly executed as set forth below.

City of Sunnyside



Elizabeth Alba, City Manager

Yakima County Fire District #5



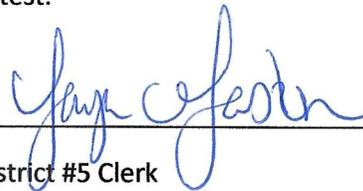
Chairman of the Board of Commissioners

Attest:



Sunnyside City Clerk

Attest:



District #5 Clerk

CITY CONTRACT NO: A-2022-54
RESOLUTION NO: X
COUNCIL MTG: 09/12/2022