

RESOLUTION 2024 - 63

**A RESOLUTION OF THE CITY COUNCIL OF SUNNYSIDE,
WASHINGTON, APPROVING AN INTERGOVERNMENT-LOCAL
AGREEMENT WITH THE CITY OF YAKIMA / CITY OF YAKIMA
FIRE DEPARTMENT**

WHEREAS, The Cities of Yakima and Sunnyside seek to participate in an Intergovernmental Local Agreement to cooperate in a joint training academy hosted and facilitated by the Yakima Fire Department

WHEREAS, The Sunnyside Fire Department shall assist with instruction and support as requested, available, and applicable.

WHEREAS, City of Sunnyside property and equipment shall be provided and utilized as necessary to complete specified training targets respective to availability and application of such equipment.

WHEREAS, the City Council finds and determines that approval of such agreement is in the best interests of the Sunnyside Fire Department therefore also in the best interest of residents of the City of Sunnyside and served communities, and will promote safe, effective, and consistent fire suppression and life-saving practices by the Sunnyside Fire Department.

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

SECTION 1. That the "Interlocal Local Joint Academy and Emergency Response Agreement," a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved; and the City Manager is hereby authorized to execute and administer this agreement for and on behalf of the City of Sunnyside.

SECTION 2. This Resolution shall be effective upon passage, approval and signatures hereon by both cities as required by law.

PASSED this 12th day of August, 2024.


DEAN R. BROERSMA, MAYOR

ATTEST:


JACQUELINE RENTERIA, CITY CLERK

APPROVED AS TO FORM:
SAXTON RILEY & RILEY PLLC


BY: BENJAMIN J. RILEY
ATTORNEYS FOR THE CITY OF SUNNYSIDE

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF YAKIMA and
SUNNYSIDE FIRE DEPARTMENT
FOR A JOINT TRAINING ACADEMY AND EMERGENCY RESPONSE**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between the City of Yakima ("City"), a municipal corporation, and SUNNYSIDE FIRE DEPT, under the authority and conformance with RCW 39.34, the Interlocal Cooperation Act.

WHEREAS, the City and SUNNYSIDE FIRE DEPT. maintain organized and equipped fire departments for the benefit of the residents of their respective jurisdictions; and

WHEREAS, the parties have previously entered into an interlocal agreement for emergency aid response; and

WHEREAS, the City operates a recruit academy for newly hired firefighters; and

WHEREAS, the state recruit academy for newly hired firefighters is routinely full and can take up to a year for a newly hired firefighter to enter; and

WHEREAS, the parties desire to allow newly hired SUNNYSIDE FIRE DEPT. firefighters to participate in the City recruit academy; and

WHEREAS, the SUNNYSIDE FIRE DEPT. shall compensate the City for the services provided as part of this Agreement; and

WHEREAS, both entities believe this cooperation will provide mutual advantage, as outlined herein;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties hereto agree as follows:

Section 1. **PURPOSE.** The purpose of this Agreement is to set forth the terms and conditions upon which the parties agree to have the City conduct a training academy for newly hired firefighters from both City and SUNNYSIDE FIRE DEPT.

Section 2. **DURATION.** This Agreement shall become effective upon signature of both parties, and shall remain in full force and effect for three years. The Agreement shall be automatically renewed from year-to-year by the parties hereto, unless the Agreement is terminated prior to renewal.

Section 3. **SERVICES PROVIDED BY CITY.** The City will conduct a recruit academy as needed for newly hired firefighters in compliance with IFSAC Certification. The academy will teach from the newest IFSTA edition. The City will provide all space and items associated with the academy except as noted in Section 5. The City will allow space for SUNNYSIDE FIRE DEPT. recruits to attend the academy. The number of recruits allowed to attend the recruit academy will be up to the sole discretion of the Yakima Fire Department Chief. This includes

not allowing any for a particular recruit academy if the Yakima Fire Department Chief makes that decision.

Section 4. PAYMENT. In exchange for and in consideration of the services to be performed by the City pursuant to this Agreement, SUNNYSIDE FIRE DEPT. shall pay City five thousand dollars (\$5000.00) per recruit it sends to the academy prior to the academy beginning. IF SUNNYSIDE FIRE DEPT provides an approved instructor and equipment, shall pay (\$1500.00) per recruit. This amount will cover the cost of overhead, administration, facilities, and other miscellaneous items.

Beginning January 1 of each year, for academies starting during that year, the consideration shall increase by \$250 per recruit for the full services recruit academy and \$75 per recruit if the SUNNYSIDE FIRE DEPT. provides an approved instructor and equipment.

Section 5. SUNNYSIDE FIRE DEPT. RESPONSIBILITIES.

- a. SUNNYSIDE FIRE DEPT. is responsible for covering the cost of materials, books, and equipment for their recruits.
- b. SUNNYSIDE FIRE DEPT. will conduct daily evaluations on their own recruits consistent with the standards established by the City.
- c. SUNNYSIDE FIRE DEPT. is responsible for any discipline for their recruits only.

Section 6. MUTUAL RESPONSIBILITIES. Both parties agree that each has the authority to teach and correct all recruits in the academy. Communication between the parties is essential for proper evaluations and the parties shall meet regularly to discuss the progress of all recruits. Nothing in this Agreement obligates SUNNYSIDE FIRE DEPT. to use the City recruit academy.

Section 7. COMPLIANCE WITH LAW. The Parties to this Agreement shall comply with applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement.

Section 8. INSURANCE AND INDEMNIFICATION. At all times during performance of these services associated with this Agreement, SUNNYSIDE FIRE DEPT. and the City shall secure and maintain in effect insurance to protect the City and SUNNYSIDE FIRE DEPT. from and against all claims, damages, losses, and expenses arising out of or resulting from the performance of this Agreement. The parties shall provide and maintain in force insurance in limits no less than that stated below, as applicable.

- a. Commercial General Liability Insurance. Before this contract is fully executed by the parties, the City and SUNNYSIDE FIRE DEPT. shall each provide the other party with a certificate of insurance as proof of commercial liability insurance and commercial umbrella liability insurance with a total minimum liability limit of Five Million Dollars (\$5,000,000.00) per occurrence combined single limit bodily injury and property damage, and Five Million Dollars (\$5,000,000.00) general aggregate (per occurrence). The policy shall include employer's liability (Washington Stop Gap). The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Agreement.
- b. Commercial Automobile Liability Insurance. Before this Agreement is fully executed by the parties the City and SUNNYSIDE FIRE DEPT. shall each provide the other party

with a certificate of insurance as proof of commercial automobile liability insurance and commercial umbrella liability insurance with a total minimum liability limit of Five Million Dollars (\$5,000,000.00) per occurrence combined single limit bodily injury and property damage. Automobile liability will apply to "Any Auto" and be shown on the certificate. The required certificate of insurance shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions proofed are in effect. Such policy shall be in effect for the duration of this Agreement.

c. Indemnification and Hold Harmless.

1. The parties mutually agree to protect, defend, indemnify and hold harmless the other party's elected and appointed officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable costs and attorney fees) resulting from death or bodily injury to a person or damage or destruction to a third party or from employment practices or third parties to the extent caused by any negligent act and/or omission of the indemnifying "at fault" party, its elected and appointed officials, officers, employees, agents, and volunteers and/or subcontractors, arising out of the performance of this Agreement.
2. If the negligence or willful misconduct of both SUNNYSIDE FIRE DEPT. and the City (or a person identified above for whom each is liable) is a cause of such third party claim, the loss, cost, or expense shall be shared between SUNNYSIDE FIRE DEPT. and the City in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity will apply for such proportion.
3. Nothing contained in this Section or this Agreement shall be construed to create a liability or a right of indemnification in any third party.

- d. Notwithstanding any provision to the contrary, the terms of this section shall survive any expiration or termination of this Agreement.

Section 9. TERMINATION. Either party may terminate this Agreement upon thirty (30) days written notice to the other party of the intent to terminate the Agreement. All costs that have accrued up to the effective date of the termination shall be paid to the City. The City shall continue doing work during the thirty (30) day period and be paid for said work by the SUNNYSIDE FIRE DEPT., unless the SUNNYSIDE FIRE DEPT. specifically instructs the City to immediately stop work in its termination notice, in which case the City will stop work upon receipt of the notice.

Section 10. INTEGRATION, SUPERSESSION, AND MODIFICATION. This Agreement sets forth all of the terms, conditions, and agreements of the parties relative to the subject matter hereof and supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties as to the subject matter herein. There are no terms, conditions, or agreements with respect thereto, except as herein provided and no amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

Section 11. NONDISCRIMINATION PROVISION. Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, political affiliation, sexual orientation, gender identity, or the presence of any sensory, mental or physical handicap, or any other protected class, in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C.

Section 18. RECORDS RETENTION. Documents generated by the City and the SUNNYSIDE FIRE DEPT. pursuant to the services provided under this Agreement shall be delivered to either party, upon request. All such documents are subject to disclosure, unless exempt, pursuant to the Public Records Act, Chapter 42.56. *et. seq.*, as applicable. Records documenting services rendered and billings based thereon, or other communications regarding this Agreement shall be made available to either party for inspection and copying, as appropriate, during regular business hours of the entity holding the records.

Section 19. ACQUISITION OF PROPERTY AND ASSETS. The parties do not intend to jointly acquire or manage any property. Acquisition of property by either party shall be in accordance with the laws and procedures applicable to such party.

Section 20. APPROVAL. Each party shall approve this Agreement as specified by the laws and ordinances of the governing body of each party. The attested signatures of the City Manager and the Commissioners below shall constitute a presumption that such approval was properly obtained.

Section 21. RECORDING. Pursuant to RCW 39.34.040, this Agreement shall be filed with the appropriate county auditor, or, alternatively, listed by subject on each public agency's web site or other electronically retrievable public source.

CITY OF YAKIMA

Victoria Baker, City Manager

Date: _____

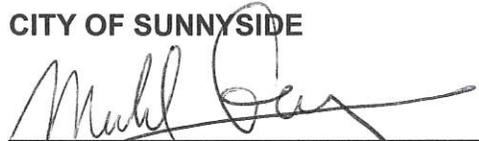
ATTEST:

Rosalinda Ibarra, City Clerk

Contract No.: _____

Resolution No.: _____

CITY OF SUNNYSIDE



Mike Gonzalez, City Manager

Date: August 12, 2024

ATTEST:



Jacqueline Renteria, City Clerk

Contract No.: A-2024-122

Resolution No.: RES 2024-~~63~~ 63

City Council Meeting: 08/12/2024