

RESOLUTION 2025 - 10

A RESOLUTION OF THE CITY COUNCIL OF SUNNYSIDE, WASHINGTON, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH YAKIMA COUNTY FIRE DISTRICT 5 FOR EMERGENCY EQUIPMENT MAINTENANCE REPAIR SERVICES

WHEREAS, Sunnyside Fire Department and Yakima County Fire District 5 seek to establish an Interlocal Agreement for emergency Equipment Maintenance Repair Services.

WHEREAS, the purpose of this agreement is strictly for the required skills of a certified Emergency Vehicle Technician (EVT), when no other options are available to the Sunnyside Fire Department.

WHEREAS, all parties recognize the services as part of this agreement shall not be utilized in lieu of any services able to be provided by the City of Sunnyside Mechanics.

WHEREAS, this agreement is established pursuant to the authority contained in RCW 52.12.031, specifically covered by SB5670.

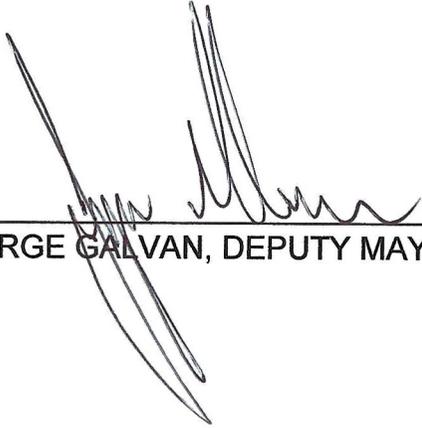
NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON:

SECTION 1. That the Interlocal Agreement for Equipment Maintenance and Repair Service” 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. The City Clerk is authorized to make the correction of scrivener’s/clerical errors, references, Resolution numbering, section/subsection numbering and any references thereto.

SECTION 3. Effective Date. This Resolution shall be effective upon passage, approval and signatures heron in accordance with law.

PASSED this 12th day of February 2025.



JORGE GALVAN, DEPUTY MAYOR

ATTEST:



JACQUELINE RENTERIA, CITY CLERK

**APPROVED AS TO FORM:
SAXTON RILEY & RILEY, PLLC:**



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



Yakima County Fire Protection District No. 5

SERVING 700 SQUARE MILES

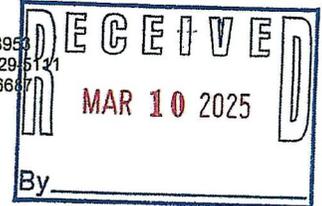
www.ycfd5.org

TODD LUNNING
CHAIRPERSON OF THE BOARD

KEN W. SHIPMAN
DISTRICT FIRE CHIEF

ERNEST W. GASSELING – TIMOTHY B. SMITH
BOARD MEMBERS

PO BOX 447
ZILLA, WA 98953
PHONE: 509-829-5121
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INTERLOCAL AGREEMENT FOR EQUIPMENT MAINTENANCE AND REPAIR SERVICE

THIS AGREEMENT is entered into by and between Yakima County Fire Protection District #5 (hereinafter referred to as "District 5") and Sunnyside City Fire Department (hereinafter referred to as "SSFD"). In consideration of the mutual promises contained in this Agreement and mutual benefits to result therefrom, the parties agree as follows:

1. **The Purpose and Scope of Services.** The purpose of this Agreement is to make available to SSFD, equipment repair service performed by District 5, pursuant to the authority contained in RCW 52.12.031, specifically covered by SB 5670.
2. **Scheduling Work.** Whenever SSFD desires to use the District 5 services to undertake critical repair of SSFD vehicles, the SSFD shall notify the District 5 Shop Supervisor. To the extent the SSFD vehicles are in need of unscheduled repair, such repair will be provided on an "as needed" basis contingent on available shop time at the District 5 Shop Supervisor's discretion with emergent repairs being undertaken as soon as reasonably possible.
3. **Transportation.** The SSFD shall provide for transportation of vehicles to and from the District 5 Maintenance Shop. In situations where the vehicle/equipment is inoperative, the District 5 Shop Supervisor will determine whether the vehicle/equipment should be towed to the District 5 Shop or repaired at the SSFD location. It will be left up to the SSFD to call and schedule the tow service.
4. **Compensation to the District.** Compensation for services rendered during this Agreement shall be based on the District 5 shop rates approved annually by the District 5 Board of Commissioners. District 5 will purchase and supply all required parts and supplies at cost for the requested repair. In the event SSFD wishes to supply the required parts and supplies, it shall be agreed upon with the District 5 Shop Supervisor prior to any work being scheduled.
5. **Records.** District 5 shall keep reasonably itemized and detailed records covering such costs, including all categories of items listed in this section, and shall render to the SSFD at the close of each calendar month an itemized statement covering all categories of items.
6. **Payment.** The SSFD shall pay District 5 for services rendered with thirty (30) days after receipt of the statement.
7. **Warranty.** The District will repair or replace without additional charge any defective workmanship or parts provided to SSFD vehicles under general daily usage by SSFD employees for up to thirty (30)

days after the date the work order is closed. District 5 shall not be held responsible for any parts or supplies that were not purchased by District 5 for said repairs or maintenance.

8. **Indemnification.** The SSFD shall hold harmless, indemnify, and defend, at its own expense, District 5, its elected and appointed officials, officers, employees, and agents from any loss or claim for damages of any nature whatsoever arising out of The SSFD's performance of this Agreement, including claims by the SSFD's employees, or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of District 5, its elected and appointed officials, officers, employees, or agents.

9. **Duration and Renewal.** This agreement shall be effective when executed by both parties and shall continue unless terminated in writing by either party. Thereafter, this Agreement shall automatically renew annually on January 1st unless terminated by either party.

10. **Termination.** Either party may terminate the Agreement upon one hundred twenty (120) days advanced written notice. If this agreement is so terminated, the SSFD shall be liable for any fees owed to District 5.

IN WITNESS WHEREOF, the parties to the Agreement have caused their names to be affixed by their official representatives this 12th day of February, 2025.

YAKIMA COUNTY FIRE PROTECTION DISTRICT #5

By: Todd Lunning Chair of board
Printed Name and Title

Todd Lunning
Signature

CITY OF SUNNYSIDE

By: Mike Gonzalez, City Manager
Printed Name and Title

Mike Gonzalez
Signature

CITY CONTRACT NO: A-2025-43
RESOLUTION NO: 2025-10
COUNCIL MTG: 02/12/25