

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE AND YAKIMA COUNTY FIRE  
DISTRICT 5

**THIS INTERLOCAL AGREEMENT**, hereinafter "Agreement," is made and entered into by and between the City of Sunnyside, a Washington municipal corporation (hereinafter "Sunnyside"), and Yakima County Fire District 5, a Washington State Fire District (hereinafter "Fire District"). This Agreement is entered into under RCW 35A.11.010 and conforms to RCW Chapter 39.34, the Interlocal Cooperation Act.

**WHEREAS**, Sunnyside and the Fire District have an ongoing cooperative relationship dedicated to protecting, serving, and enhancing the public safety of the citizens of Sunnyside and the Fire District; and

**WHEREAS**, Sunnyside and the Fire District seek to further this ongoing cooperative relationship by entering into an auto-aid agreement relating to the provision of aid in the event of emergencies in Sunnyside or the Fire District; and

**WHEREAS**, this interlocal agreement has been authorized by the City Council of Sunnyside and the fire commissioners of the Fire District 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 the Fire District as follows:

- 1. Purpose.** The purpose of this Agreement is to enhance fire protection, fire prevention, emergency medical service response, hazardous materials control, and 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 take effect fifteen days following the last agency to sign the agreement. It shall continue for a period of one year thereafter and shall automatically renew from year to year unless terminated by either party under Section 11 of this agreement.

- 3. Obligations of the Parties.**

- A.** The Fire District agrees to supplement Sunnyside resources through simultaneous dispatch of a Type 1 Structure Engine and other Fire District resources to a reported "Residential Structure Fire" or "Commercial Structure Fire" in the City of Sunnyside.

- B. Sunnyside agrees to supplement the Fire District resources through simultaneous dispatch of a Type 1 Structure Engine and other City of Sunnyside resources to a reported "Residential Structure Fire", "Commercial Structure Fire" within the Fire District in areas adjacent to Sunnyside.
- C. The first arriving company or duty officer shall initiate and establish command and have it assumed upon the arrival of an officer from the agency that has 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 or volunteers while performing services under this Agreement.
- E. If simultaneous calls for service occur in Sunnyside or the Fire District, and resources are taxed beyond the ability to perform all needed services, the officers and agents of the party shall have discretion as to the priority of handling of such calls and notify dispatch when resources will be delayed, diverted, alternatively replaced by another type of apparatus, or otherwise unable to assist.
- F. The auto aid provided herein shall be without reimbursement unless expressly agreed to by the jurisdiction requesting and the jurisdiction providing such assistance.

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

attorney fees and disbursements) caused by or occurring because of any negligent act and/or omission of the Fire District, its directors, officials, employees, agents, and/or volunteers arising out of or in connection with the activities of the Fire District under the under 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. If the officials, officers, agents, and/or employees of both Sunnyside and the Fire District 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 Agreements; 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 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.



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 8th day of December 8, 2025 for the City of Sunnyside Fire Department.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2025 for Yakima County Fire District 5

**City of Sunnyside**

By:   
James L. Bridges  
Interim City Manager

ATTESTED:

By:   
Jacqueline Renteria  
City Clerk

**Yakima County Fire District 5**

By: \_\_\_\_\_  
Todd Lunning, Chairman,

ATTESTED:

By: \_\_\_\_\_  
Tanya Moore, District  
Secretary

CITY CONTRACT NO: A-2025-104  
RESOLUTION NO: 2025-96  
COUNCIL MTG: 12/08/2025