

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. 715

A **RESOLUTION** authorizing the Mayor to sign an interlocal agreement with West Valley Fire (Yakima County Fire District No. 12) to provide for automatic aid.

WHEREAS, it is the desire of both the Union Gap Fire Department and West Valley Fire (Yakima County Fire District No. 12) to provide automatic aid to one another;

WHEREAS, citizens residing in and businesses located within the effected areas of an agreement for automatic aid will benefit from and increased level of service as emergency fire equipment closest to an incident will respond;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, HEREBY RESOLVES as follows:

The Mayor is authorized to sign an interlocal agreement with West Valley Fire (Yakima County Fire District No. 12) for automatic aid.

PASSED this 28th day of April 2008.

Jim Lemon
Mayor

ATTEST:

APPROVED AS TO FORM:

Kathryn Thompson, CMC
City Clerk

Robert F. Noe
City Attorney

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF UNION GAP AND
YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 12**

THIS INTERLOCAL AGREEMENT, hereinafter “Agreement,” is made and entered by and between the City of Union Gap, a Washington municipal corporation, (hereinafter “City”), and Yakima County Fire Protection District #12, a Washington municipal corporation, (hereinafter “District”.) This Agreement is entered into by the City under the authority of RCW 35.22.280 and the District under authority of RCW 52.12.031, and is in conformity with RCW Chapter 39.34, the Interlocal Cooperation Act.

WHEREAS, this document and agreement has been authorized by the City Council for the City of Union Gap and the Board of Fire Commissioners for the District at a duly convened public meeting of each body.

WHEREAS, the District and the City have an ongoing cooperative relationship and partnership in protecting and serving the citizens of Yakima County and the City of Union Gap and in enhancing public safety in Yakima County and the City of Union Gap.

WHEREAS, it is the goal of the City and the District to continue working on long and short-term goals for the betterment of the citizens within each jurisdiction, supporting and encouraging a positive relationship and productive outcomes for the citizens that both entities serve.

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

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

It is not contemplated that any jurisdiction shall incur a financial obligation to the other as a result of this agreement and no budget is necessary.

2. Term. This Agreement shall be effective on May 01, 2008 and shall continue for a period of one year and shall automatically renew from year to year unless terminated by either party in accordance with Section 10 of this Agreement.

3. Obligations of the Parties.

A. The District agrees to supplement City resources through simultaneous dispatch to reported fires, emergency medical calls, and all other emergency calls to the City of Union Gap Fire Department.

B. The City agrees to supplement District resources through simultaneous dispatch to reported fires, emergency medical calls, and all other emergency calls to the District in the area marked in the attached exhibit “Map A”. Referred to as Emma Lane and South 42nd Avenue.

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 per UGFD SOG #903 *Incident Command* and Yakima County Fire Protection District No. 12 Policy #1106 *Incident Command System*.

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.

F. The automatic 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. **Property Ownership.** It is not contemplated that any property, real or personal, will be acquired by any jurisdiction separately or jointly as a result of this Agreement. No separate fund shall be established, and no legal entity created. Any acquisition of joint property shall be subject to a separate interlocal agreement executed prior to or at the time of such joint acquisition. All equipment and property owned or acquired solely by a party hereto shall remain the equipment and property solely of that party.

6. **Indemnification and Hold Harmless.**

A. The District agrees to protect, defend, indemnify, and hold harmless the City, 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 attorneys fees and disbursements) caused by or occurring by reason of any negligent act and/or omission of the District, its directors, officials, officers, employees, agents, and/or volunteers arising out of or in connection with the activities of the District 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 the City.

B. The City agrees to protect, defend, indemnify, and hold harmless the District, 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 attorneys fees and disbursements) caused by or occurring by reason of any negligent act and/or omission of the City, its directors, officials, officers, employees, agents, and/or volunteers arising out of or in connection with the activities of the City 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 the District.

C. In the event that the officials, officers, agents, and/or employees of both the District and the City 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's 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.

7. 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 remains in full force and effect.

8. 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.

9. Non-Waiver. The waiver by the District or the City 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.

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

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

TO CITY: Keith Yamane, Fire Chief
City of Union Gap Fire Department
107 W. Ahtanum Road
Union Gap, WA 98903

TO DISTRICT: Dave Leitch, Fire Chief
Yakima County Fire Protection District 12
10000 Zier Road
Yakima, WA 98908

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.

13. 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.

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

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

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

17. 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.

18. 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.

19. Filing. A copy of this Agreement shall be filed with the Yakima County Auditor pursuant to RCW 39.34.040.

20. 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.

21. 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 _____, 2008 for Yakima County Fire Protection District No. 12.

YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 12

By: _____
Commissioner Ken Eakin
Chair of Yakima County Fire Protection District
No. 12 Commission

ATTESTED:

By: _____
Christy Boisselle
Secretary, Yakima County Fire Protection District
No. 12 (West Valley Fire)

EXECUTED this 28th day of April, 2008, for the CITY OF UNION GAP.

CITY OF UNION GAP

By: _____
Jim Lemon
Mayor

ATTESTED:

By: _____
Kathryn Thompson, CMC
City Clerk

Resolution No. 715

City Contract No. _____

Exhibit Map A

Emma Lane and South 42nd Avenue

Area outlined in red: Union Gap urban growth area

Area outlined in green: Union Gap to provide automatic aid to Yakima County Fire Protection District #12.