

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. 795

A RESOLUTION authorizing the Mayor to sign an Agreement with the City of Yakima for the City of Yakima's Use of Fire Station 86.

WHEREAS, the City of Union Gap owns and operates Fire Station 86;

WHEREAS, the City of Yakima is in need of space for part of its fire services operation and has approached the City of Union Gap Fire Department requesting that the City of Yakima's Fire Department be permitted to use Fire Station 86 for a temporary period;

WHEREAS, the City of Union Gap's Fire Department can make Fire Station 86 available for the City of Yakima Fire Department's use on a temporary basis;

WHEREAS, an agreement has been drafted governing the conditions associated with Yakima Fire Department's use of Station 86;

NOW, THEREFORE, BE IT RESOLVED BY THE UNION GAP CITY COUNCIL as follows:

That the Mayor is authorized to sign an Agreement between the City of Union Gap Fire Department and the City of Yakima Fire Department for the temporary use of Station 86 by Yakima.

PASSED this 27th day of July 2009.

Jim Lemon, Mayor

ATTEST:

APPROVED AS TO FORM:

Kathryn Thompson, CMC, City Clerk

Robert F. Noe, City Attorney

Interlocal Agreement No. FD08-013

Department of General Administration

INTERLOCAL AGREEMENT BETWEEN THE THE CITY OF YAKIMA AND THE CITY OF UNION GAP

THIS AGREEMENT is made and entered into this ____ day of _____, 2009, by and between the City of Yakima, a Washington municipal corporation (Yakima), and the City of Union Gap (Union Gap), also a Washington municipal corporation.

WHEREAS, Yakima is remodeling Fire Station number 94 rendering it unsuitable as an operational Fire Station for four months;

WHEREAS, Union Gap owns and maintains Fire Station number 86 as a secondary station;

WHEREAS, it is the desire and intent of Yakima through its fire department to utilize Union Gap's Fire Station number 86 during the remodel period, and to compensate Union Gap therefore, pursuant to the terms of this Agreement, for the care and maintenance of Fire Station 86;

WHEREAS, during the terms of this agreement, the City of Yakima and the City of Union Gap will render automatic aid in accordance with the MOU between local 469,___ and the Cities titled_____.

WHEREAS, in accordance with the terms and conditions herein, and where it is not an undue burden, Union Gap desires to make Fire Station 86 available to the Yakima Fire Department;

WHEREAS, it is of mutual advantage to both Cities to enter into this Agreement to provide uninterrupted fire suppression and related services to local citizens;

WHEREAS, it is necessary for Yakima and Union Gap to enter into an agreement setting forth the terms, conditions, and requirements for the use of Fire Station number 86; and

WHEREAS, this Agreement is entered into by and between the parties pursuant to Chapters 39.34 of the Revised Code of Washington, which provides for inter-local cooperation for the public good:

NOW, THEREFORE, in consideration for the terms and conditions contained herein and in the documents incorporated herein, the parties agree as follows:

- 1. PURPOSE.** The purpose of this agreement is to describe the basis for the use of Union Gap's Fire Station 86 during Yakima Fire Station 94's remodel.
- 2. TERM.** This Agreement shall be effective from the commencement of the Fire Station 94 remodel currently set for August, 2009, through completion, tentatively scheduled for December, 2009 and/or terminated by either party in accordance with Section 21 of this agreement.

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- 3. USE.** Union Gap agrees to make its Fire Station 86 available for use by the Yakima Fire Department for the duration of this Agreement. Full responsibility for supervision of the Station's activity and use rests with the Yakima Fire Department; however, the Union Gap Fire Department maintains full use privilege as it desires. Yakima Fire Department will provide access Fire Station 95 drill grounds and training rooms as available for use by Union Gap.
- 4. MAINTENANCE.** The City of Yakima will maintain Fire Station 86, including repairs incurred, replacement of the broken refrigerator, and all necessary custodial care including furnishing cleaning and maintenance materials.
- 5. COSTS.** The City of Yakima agrees to pay all utilities for Fire Station 86 during the course of this Agreement.
- 6. CONSIDERATION.** The parties agree that no fees will be charged for the reciprocal use of each other's facilities covered by this Agreement.
- 7. PERFORMANCE EXCUSED UNDER CERATAIN CONDITAIONS.** Either party's failure to perform its obligations under this Agreement shall be excused if due to causes beyond the control and without the fault or negligence of the party, including but not limited to acts of God, acts of the public enemy, fires, floods, epidemics, strikes, and/or weather conditions.
- 8. NONDISCRIMINATION.** The parties shall not discriminate in the performance of this Agreement in violation of any federal, state, and/or local law or regulation on the basis of race, age, color, sex, religion, national origin, creed, marital status, the presence of any sensory, mental or physical handicap, or other status protected by law. This provision shall include but not be limited to use of each other's facilities pursuant to this Agreement.
- 9. THE AMERICANS WITH DISABILITIES ACT.** The parties agree to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.* (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, state and local government services, and telecommunications.
- 10. INDEMNIFICATION AND HOLDS HARMLESS.** Each party hereto agrees to be responsible and assume liability in the performance of this Agreement for its own wrongful and/or negligent acts or omissions and those of its officers, elected officials, agents, volunteers, and/or employees to the fullest extent allowed by law. In its role as user of the other party's facility, each party agrees to defend, indemnify and hold the owning party harmless from any and all claims, demands, losses, liens, and liabilities of any nature or description (including attorneys' fees and disbursements) arising out of the use unless otherwise expressly agreed to in writing. In the event that the officials, officers, agents, and/or employees of both Cities 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 attorneys' fees). Nothing contained in this Section or this Agreement shall be construed to create a liability or a right of indemnification in any third party. The provisions of this Section shall survive the termination or expiration of this Agreement.

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11. ASSIGNMENT. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by either party to any other person or entity without the prior written consent of the other party.

12. NO THIRD PARTY RIGHTS. This Agreement is entered into for the sole benefit of the Cities of Union Gap and Yakima. It shall confer no benefits or rights, direct or indirect, on any third persons. No person or entity other than the parties themselves may rely upon or enforce any provision of this Agreement. The decision to assert or waive any provision of this Agreement is solely that of each party.

13. SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, unenforceable, void, or illegal shall in no way affect impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect. Any provision of this Agreement in direct conflict with any statutory provision of the State of Washington shall be deemed modified to conform to such statutory provision.

14. NON-WAIVER. The waiver by either 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.

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

TO THE CITY OF YAKIMA:

Chief Charlie Hines
Yakima Fire Department
401 North Front Street
Yakima, WA 98901

TO THE CITY OF UNION GAP:

Chief Bill Steele
Union Gap Fire Department
107 West Ahtanum Road
Union Gap, WA 98903

16. 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.

17. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

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

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19. COMPLIANCE WITH LAW. The 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. Each party shall be responsible for complying with all relevant safety laws and regulations and for taking all necessary safety precautions while using the other party's facility pursuant to this Agreement.

20. NEUTRAL AUTHORSHIP. Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of the parties hereto. No presumption or other rule of construction that 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 provision of this Agreement.

21. TERMINATION. Either party may terminate this Agreement, with or without cause, by giving the other party 14 days prior written notice of termination.

22. Filing. Copies of this Agreement shall be filed with the Yakima County Auditor pursuant to RCW 39.34.040, by the City Clerk of Yakima and the City Clerk of Union Gap.

CITY OF YAKIMA

CITY OF UNION GAP

By: _____
R. A. Zais, Jr., City Manager

By: _____
Jim Lemon, Mayor

DATE: _____

DATE: _____

ATTEST:

ATTEST:

Deborah Moore, City Clerk

Kathryn Thompson, CMC, City Clerk

Contract No. _____

Contract No. _____

Resolution No. _____

Resolution No. _____