

**INTERLOCAL AGREEMENT – FIRE PROTECTION SERVICES
(ACQUISITION OF EXHAUST EXTRACTION AND REMOVAL SYSTEM)
By and Between City of Yakima and City of Union Gap**

THIS INTERLOCAL AGREEMENT is entered into by and between the City of Yakima and the City of Union Gap for the uses and purposes set forth below.

I. RECITALS

- A. The City of Yakima (hereafter “Yakima”) is a municipal corporation of the State of Washington with City Hall located at 129 North 2nd Street, Yakima, Washington 98901.
- B. The City of Union Gap (hereafter “Union Gap”) is a municipal corporation of the State of Washington with City Hall located at 107 W. Ahtanum Road, P.O. Box 3008, Yakima, Washington 98903-0008.
- C. Yakima and Union Gap have previously entered into a “Fire Protection Services Interlocal Agreement” effective January 1, 2015, all pursuant to authority granted to municipal corporations by Chapter 39.34 RCW, whereby Yakima agrees to provide fire protection services for Union Gap, and Union Gap has leased to Yakima the Union Gap fire station facility located at 107 W. Ahtanum Road, Union Gap, for the provision of such services.
- D. Section 10 of the Lease executed in conjunction with the Fire Protection Services Interlocal Agreement referenced above allows Yakima to construct improvements to the Union Gap fire station facility with the prior approval of Union Gap.
- E. Yakima and Union Gap agree that an appropriate exhaust extraction/removal system must be installed in the Union Gap fire station facility to promote safe fire prevention activities and services pursuant to the Fire Protection Services Interlocal Agreement. To this end, the parties desire to enter into this Interlocal Agreement, all pursuant to Chapter 39.34 RCW, governing the acquisition, installation and maintenance of an exhaust extraction/removal system within the Union Gap fire station facility in order to promote the provision of fire safety services authorized pursuant to the underlying Fire Protection Services Interlocal Agreement previously entered into by and between the parties.
- F. Yakima has identified an exhaust extraction/removal system manufactured by the Nederman corporation that serves the needs of the fire station facility. The

Nederman system is compatible with the Nederman exhaust extraction/removal systems currently installed in Yakima fire station facilities thereby promoting consistency in operation and ease of maintenance and any necessary repairs and modifications.

II. AGREEMENT

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

Section 1. Authority. The parties affirm and agree that, pursuant to RCW 39.34.030, each party has authority to provide fire protection and emergency medical services within their respective jurisdictions, and may enter into an interlocal agreement for the provision of such services.

Section 2. Authorization for Exhaust Extraction/Removal System. The parties acknowledge and agree that the acquisition of an exhaust extraction and removal system and installation within the Union Gap fire station facility is a necessary and appropriate expenditure and acquisition in order to promote safe operations within the facility and provision of fire protection and emergency medical services pursuant to the parties' Fire Protection Services Interlocal Agreement. By signature below, Union Gap authorizes the acquisition and installation of such system pursuant to Section 10 of the Lease executed in conjunction with the parties' Fire Protection Services Interlocal Agreement.

Section 3. Acquisition of Exhaust Extraction/Removal System. Yakima shall, at its expense, acquire an appropriate exhaust extraction/removal system. Yakima shall accomplish such acquisition in accordance with its purchasing policies and procedures, and shall remain solely responsible for such purchase and acquisition. Prior to purchase and acquisition, Union Gap will have the authority to approve such equipment and the placement of such equipment and system within the Union Gap fire station facility.

Section 4. Installation of Exhaust Extraction/Removal System. Yakima shall be responsible for installation of the exhaust extraction/removal system within the Union Gap fire station facility, and shall cooperate with Union Gap regarding location of such installation.

Section 5. Reimbursement of Acquisition and Installation Costs. Union Gap shall reimburse Yakima for the cost of acquisition and installation of the exhaust

extraction/removal system. The total amount of reimbursement shall be (a) the cost to Yakima for the purchase of the equipment, including applicable sales taxes, plus (b) the cost of installation, including costs of taxes, permits and costs for any installation performed by installation specialists.

The parties estimate that the total cost of acquisition and installation of an appropriate Nederman system is approximately \$60,000.00. Union Gap agrees to reimburse Yakima for such costs of acquisition and installation up to \$60,000.00. If the parties determine prior to acquisition of the equipment that costs of acquisition and installation will exceed \$60,000.00, the parties may (a) modify the type of equipment to be acquired, (b) enter into a written modification of this agreement to apportion the extra costs as agreed, (c) terminate this agreement by serving written notice of termination on the other party, or (d) make any other mutually agreed modification to this agreement to accomplish the acquisition and installation of an agreed exhaust extraction/removal system.

In the event total costs of acquisition and installation, after installation, exceed \$60,000.00, the parties will confer regarding apportionment of such excess cost, and may amend this agreement as deemed appropriate to accomplish such resolution. Such amendment shall be appended to this agreement.

Reimbursement to Yakima for the total cost of acquisition and installation shall be made by Union Gap in lump sum, payable within thirty (30) days of completion of installation. Yakima shall provide notice of completion of installation to Union Gap. Title to such equipment shall remain vested in Yakima until full and final reimbursement payment has been received. Upon Yakima's receipt of full and final reimbursement payment, title to such equipment shall be deemed transferred to Union Gap free and clear of any interest of Yakima.

Section 6. Maintenance and Repair – Warranties. Following installation, maintenance and repair shall be governed by the terms of the Lease previously executed by the parties in conjunction with the Fire Protection Services Interlocal Agreement. Any warranties acquired by Yakima upon acquisition of the equipment shall remain vested in Yakima until title and ownership of the equipment is transferred to Union Gap.

Section 7. Insurance – Risk of Loss. Insurance and risk of loss shall be governed by the parties' Fire Protection Services Interlocal Agreement and Lease.

Section 8. Administration. This agreement shall be jointly administered by the Union Gap Police Chief or his designee, and the Fire Chief of the Yakima Fire Department or his designee.

Section 10. Records and Reports. Documents and reports generated by either party pursuant to the services provided under this Agreement shall be and remain the property of the party generating such documents and reports, but shall be shared with the other party as appropriate; provided, however, all such documents and reports shall be subject to disclosure pursuant to the *Public Records Act*, Chapter 42.56 RCW, as applicable. Yakima's records and reports documenting services rendered and billings based thereon shall be made available to Union Gap for inspection and copying, as appropriate, during regular business hours of City of Yakima, upon request of Union Gap.

Section 11. Waiver and Amendments. Waiver of any breach or any term or condition of this Agreement shall not waive any prior or subsequent breach. No term or condition is waived, modified or deleted except by an instrument in writing signed by both parties.

Section 12. Entire Agreement and Modifications. This agreement, together with the parties' previously approved Fire Protection Services Interlocal Agreement and Lease, sets forth the entire agreement of the parties with respect to the subject matter herein. In the event of any conflict between the provisions of this agreement and the previously executed Fire Protection Services Interlocal Agreement and Lease, the terms of this agreement shall apply. The parties may supplement the Agreement by addenda or amendments, when agreed upon by both parties in writing. The parties shall attach copies of such addenda and amendments and by reference incorporate them herein.

Section 13. Duration and Authority. This agreement shall become effective upon signature and authorization by both parties with copies filed with the Yakima County Auditor and Clerk of the City of Yakima, or otherwise posted as authorized pursuant to RCW 39.34.040. The term of this agreement shall commence upon the effective date and continue in effect until reimbursement is fully paid pursuant to Section 5 above. Thereafter, the equipment acquired and installed pursuant to this agreement shall be subject to the term and provisions of the parties' Fire Protection Services Interlocal Agreement and Lease.

Section 14. Severability. If any term or provision of this agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this

agreement shall be enforceable and effective to the fullest extent permitted by law. Further, the parties shall negotiate in good faith regarding amendments to this agreement that would effectuate the intent of any provision held invalid or not enforceable.

Section 15. No Third-Party Beneficiary. Nothing in this agreement is intended to create any rights in any entity not a party to this agreement nor is any person or entity not named a party herein a third party beneficiary to this agreement.

Section 16. No Public Official Liability. No provision of this agreement nor any authority granted by this agreement is intended to create or result in any personal liability for any public official or agent of a party, nor is any provision of this agreement to be construed to create any such liability.

Section 17. Assignment. The obligations in this agreement are not subject to assignment.

Section 18. Dispute Resolution – Governing Law – Venue. The parties shall jointly cooperate to resolve any disputes that arise hereunder. Any dispute shall first be considered by the administrative officials identified in Section 8 above. If such consideration does not resolve the dispute, the matter will be submitted to the chief executive officers of each party. If the matter remains unresolved, either party may seek appropriate relief in Yakima County Superior Court, which court shall be the venue for any action arising under this agreement. This agreement and all performance herein shall be construed in accordance with the laws of the State of Washington.

WHEREFORE, this agreement is deemed executed upon the date signed by the last party to sign below:

CITY OF YAKIMA

CITY OF UNION GAP

By:_____

By:_____

Cliff Moore, City Manager

Arlene Fisher, City Manager

Date Signed:_____, 2016

Date Signed:_____, 2016

ATTEST:

By: _____
Sonya Claar Tee, City Clerk

ATTEST:

By: _____
_____, City Clerk