

Inter-local Agreement with City of Sunnyside

And Yakima County Fire District #5

**I. RECITALS**

THIS AGREEMENT is entered into this 23 day of May, 2016 between Yakima County Fire District #5, a political subdivision of the State of Washington, (hereinafter referred to as “District”) and the City of Sunnyside, a municipal corporation, (hereinafter referred to as “City”).

WHEREAS, the District Fire Commissioners have approved the plan to relocate the existing lower valley dispatch center, used by all fire agencies in the lower valley, from its existing location in Toppenish to a new location in the upstairs area of the District’s Station #13.

In order to facilitate the infrastructure needs of the dispatch center, the District needs access to a fiber optic line that provides a connection to Yakima County’s IT Network. The City already owns a 12 pair fiber optic line that runs from City Hall, located at 818 E. Edison Avenue, and is connected to the city fire station, located at 513 S. 8<sup>th</sup> Street.

**II. AGREEMENT**

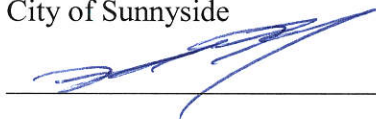
WHEREFORE, in consideration on the following mutual covenants, conditions and promises herein, the parties mutually agree as follows:

1. The City will provide the use of 6 of the 12 pair of fiber optic lines running from city hall to the city fire station.
2. The City will allow the District, or its contractors, access to connect to the fiber where it terminates inside the city fire station on the mezzanine and extend the fiber along existing routes to the upstairs area of the District’s station.
3. The District agrees to seal and maintain existing fire resistive construction, if new penetrations in rated separations are required.
4. The District agrees to share 50% of the actual cost of the data service currently paid for by the City. The City will invoice the District on a monthly basis and provide supporting documentation of actual costs to the District.
5. The District agrees to share 50% of the cost of any repairs or maintenance of the fiber optic line as a result of damage, deterioration, or unexpected breaks in the fiber.

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6. The City agrees to reduce the monthly assessment to the District should the actual monthly rate for the City decline at any time or be completely eliminated, provided the minimum month rate share not be less than \$100 per month.
7. The term of this agreement shall be from the date of execution and shall automatically renew thereafter from January 1 to December 31<sup>st</sup> of each year, absent written notice of termination or withdrawal. Any request for termination or withdrawal from this agreement by either party shall be submitted at least sixty (60) days prior to December 31<sup>st</sup> of any year.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be duly executed as set forth below.

City of Sunnyside




Donald D. Day, City Manager

Yakima County Fire District 5




Chairman of the Board

Attest:

  
Date: May 23, 2016

Deputy City Clerk, Jacqueline Renteria

Attest:

  
Date: 6-7-16

District Clerk

CITY CONTRACT NO: A-2016-43  
RESOLUTION NO: 2016-15  
COUNCIL MTG: 05.23.16