

**INTERAGENCY AGREEMENT
BETWEEN
STATE OF WASHINGTON
WASHINGTON STATE PATROL
AND
CITY OF SUNNYSIDE
(January 1, 2008 through December 31, 2013)**

ORIGINAL
1 of 2

This Interagency Agreement (Agreement), pursuant to RCW 43.43 .960 through RCW 43.43.964 (State Fire Service Mobilization) and Chapter 39.34 RCW (Interlocal Cooperation Act), is made and entered into by and between the Washington State Patrol, hereinafter referred to as "WSP," and the City of Sunnyside, a statutorily authorized public agency within the State of Washington, hereinafter referred to as "City".

The purpose of this Agreement is to provide for the reimbursement of allowable City costs incurred while its assets are mobilized in accordance with RCW 43.43.960 through RCW 43.43.964 and the Washington State Fire Services Resource Mobilization Plan (Mobilization Plan). The Mobilization Plan and any subsequent versions adopted pursuant to RCW 43.43.962 are incorporated herein by this reference.

Therefore, it is mutually agreed that:

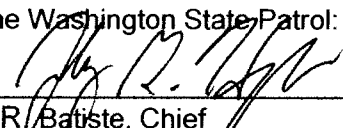
1. **Mobilization Plan.** The Mobilization Plan provides a process to quickly notify, assemble and deploy fire service personnel and equipment to any local fire jurisdiction in Washington State that has expended all local and mutual aid resources in attempting to manage, mitigate and control an emergency incident or situation for the protection of life and property. If the City responds with its available assets to an incident mobilization, both parties shall comply with the procedures detailed in the Mobilization Plan.
2. **Period of Performance.** The period of performance of this Agreement begins on January 1, 2008 and ends on December 31, 2013 unless terminated sooner as provided herein.
3. **Billing Procedures.** WSP shall reimburse the City upon the receipt of properly executed claim forms submitted by the City according to the Mobilization Plan. Claims for payment submitted by the City to WSP for costs due and payable under this Agreement shall be paid by WSP if received by WSP within 45 days from the end of each respective fire mobilization.
4. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
5. **Records Maintenance.** Both parties shall maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Both parties shall retain all books, records, documents, and other material relevant to this Agreement for six (6) years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.
6. **Agreement Management.** The work described herein shall be performed under the coordination of Chief Aaron Markham of the City, and Assistant State Fire Marshal Paul Perz of WSP, or their

successors. They shall provide assistance and guidance to the other party necessary for the performance of this Agreement.

- 7. **Hold Harmless.** Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing under this Agreement.
- 8. **Agreement Alterations and Amendments.** This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
- 9. **Termination.** Either party may terminate this Agreement upon thirty (30) calendar days' written notification to the other party. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance prior to the effective date of termination.
- 10. **Appeals of Denied Claims.** In the event that WSP denies payment of claim(s) submitted by the City under this Agreement, the City may appeal the denial according to the Mobilization Plan. The process contained in the Mobilization Plan is the sole administrative recourse available to the City for the appeal of denied claims.
- 11. **Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
 - 1. Applicable federal and state statutes and regulations
 - 2. Terms and Conditions contained in this Agreement
 - 3. Any other provisions of the Agreement, whether incorporated by reference or otherwise.
- 12. **All Writings Contained Herein.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

For the Washington State Patrol:



John R. Batiste, Chief

Date

FOR: 6/3/08

ATTEST: _____

Signature

APPROVED AS TO FORM:
BY THE OFFICE OF THE
ATTORNEY GENERAL 2/5/2008

For the City of Sunnyside:




Mark A. Kunkler, Interim City Manager

Date

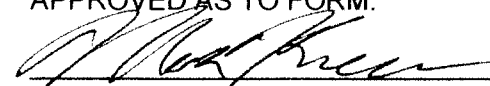
May 28, 2008

ATTEST: _____



Deborah A. Estrada, City Clerk

APPROVED AS TO FORM:



Mark A. Kunkler, City Attorney

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific instructions on page 2.

Name (as shown on your income tax return) City of Sunnyside	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input checked="" type="checkbox"/> Exempt payee <input checked="" type="checkbox"/> Other (see instructions) ▶ Municipal Government	
Address (number, street, and apt. or suite no.) 818 East Edison Avenue	Requester's name and address (optional)
City, state, and ZIP code Sunnyside, WA 98944	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number
91 : 6001284

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person	Date ▶ 5-28-08
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

RESOLUTION 2008-30

ORIGINAL

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, APPROVING
AGREEMENT WITH THE WASHINGTON STATE PATROL
FOR STATE FIRE SERVICES MOBILIZATION REIMBURSEMENT**

WHEREAS, pursuant to the Washington State Fire Services Resource Mobilization Plan (Mobilization Plan) allows for municipal governments to submit requests for reimbursement of certain expenses incurred while its fire fighting assets are mobilized to assist other agencies; and

WHEREAS, the Mobilization Plan is administered by the Washington State Patrol; and

WHEREAS, the parties have prepared an interagency agreement to allow reimbursement of fire mobilization costs of the City of Sunnyside in the event City fire fighting assets are mobilized pursuant to the Mobilization Plan; and

WHEREAS, the City Council finds and determines that approval of such interagency agreement is in the best interests of residents of the City of Sunnyside and will promote the general health, safety and welfare.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF
THE CITY OF SUNNYSIDE, WASHINGTON, as follows:**

Section 1. That the Interagency Agreement between the State of Washington – Washington State Patrol and the City of Sunnyside (WSP No. CO81422GSC), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved; and the City Manager is hereby authorized to execute and administer such agreement for and on behalf of the City of Sunnyside.

Section 2. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 27th day of May, 2008.



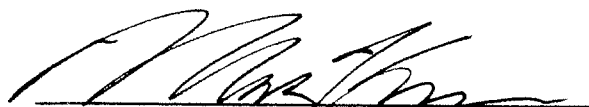
PABLO GARCIA, MAYOR

ATTEST:



DEBORAH A. ESTRADA, CITY CLERK

APPROVED AS TO FORM:



MARK A. KUNKLER, CITY ATTORNEY