



Yakima County Fire Protection District No. 5

SERVING 700 SQUARE MILES

www.ycf5.org

ERNEST W. GASSELING
CHAIRPERSON OF THE BOARD

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INTERLOCAL AGREEMENT FOR EQUIPMENT MAINTENANCE AND REPAIR SERVICE

THIS AGREEMENT is entered into by and between Yakima County Fire Protection District #5 (hereinafter referred to as "District 5") and Toppenish City Fire Department (hereinafter referred to as "TFD"). In consideration of the mutual promises contained in this Agreement and mutual benefits to result therefrom, the parties agree as follows:

1. **The Purpose and Scope of Services.** The purpose of this Agreement is to make available to the TFD, equipment maintenance/repair service performed by District 5, pursuant to the authority contained in RCW 52.12.031, specifically covered by SB 5670.
2. **Scheduling Work.** Whenever the TFD desires to use the District 5 services to undertake routine maintenance or repair of TFD vehicles, the TFD shall notify the District 5 Shop Supervisor. To the extent the TFD vehicles are in need of scheduled maintenance or unscheduled repair, such maintenance and/or repair will be provided on an "as needed" basis contingent on available shop time at the District 5 Shop Supervisor's discretion with emergent repairs being undertaken as soon as reasonably possible.
3. **Transportation.** The TFD shall provide for transportation of vehicles to and from the District 5 Maintenance Shop. In situations where the vehicle/equipment is inoperative, the District 5 Shop Supervisor will determine whether the vehicle/equipment should be towed to the District 5 Shop or repaired at the TFD location. It will be left up to the TFD to call and schedule the tow service.
4. **Compensation to the District.** Compensation for services rendered during this Agreement shall be based on the District 5 shop rates approved annually by the District 5 Board of Commissioners. District 5 will purchase and supply all required parts and supplies at cost for the requested maintenance or repair. In the event TFD wishes to supply the required parts and supplies, it shall be agreed upon with the District 5 Shop Supervisor prior to any work being scheduled.
5. **Records.** District 5 shall keep reasonably itemized and detailed records covering such costs, including all categories of items listed in this section, and shall render to the TFD at the close of each calendar month an itemized statement covering all categories of items.

6. **Payment.** The TFD shall pay District 5 for services rendered within thirty (30) days after receipt of the statement.

7. **Warranty.** The District will repair or replace without additional charge any defective workmanship or parts provided to TFD vehicles under general daily usage by TFD employees for up to thirty (30) days after the date the work order is closed. District 5 shall not be held responsible for any parts or supplies that were not purchased by District 5 for said repairs or maintenance.

8. **Indemnification.** The TFD shall hold harmless, indemnify, and defend, at its own expense, District 5, its elected and appointed officials, officers, employees, and agents from any loss or claim for damages of any nature whatsoever arising out of the TFD's performance of this Agreement, including claims by the TFD's employees, or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of District 5, its elected and appointed officials, officers, employees, or agents.

9. **Duration and Renewal.** This agreement shall be effective when executed by both parties and shall continue unless terminated in writing by either party. Thereafter, this Agreement shall automatically renew annually on January 1st unless terminated by either party.

10. **Termination.** Either party may terminate this Agreement upon one hundred twenty (120) days advance written notice. If this Agreement is so terminated, the TFD shall be liable for any fees owed to District 5.

IN WITNESS WHEREOF, the parties to the Agreement have caused their names to be affixed by their official representatives this 1 day of Sept, 2020.

YAKIMA COUNTY FIRE PROTECTION DISTRICT #5

By: Ernest Gassdrey Chairman
 Printed Name & Title of
Board

Ernest Gassdrey
 Signature

TOPPENISH CITY FIRE DEPARTMENT

By: Lance Hoyt, City Manager
 Printed Name & Title

Lance Hoyt 9/14/2020
 Signature