

AMENDMENT NO. 1
INTERLOCAL AGREEMENT FOR FIRE COMMUNICATION SERVICES

This Amendment No. 1 is executed and entered into by and between YAKIMA COUNTY FIRE DISTRICT NO. 5, a Fire Protection District, hereinafter referred to as District 5, and the CITY OF TOPPENISH, a Municipal Corporation, hereinafter referred to as the City.

The parties have entered into an Interlocal Agreement for Fire Communication Services, whereby District 5 agreed to provide alarm services to various cities, including the City of Toppenish, for handling and processing of fire and other emergency calls. District 5 has notified the City that it will need to purchase a new radio and telephone voice recorder to replace the existing equipment which is inadequate. The estimated cost for such replacement is \$18,000.00, with District 5 paying half (up to \$9,000.00) and the remainder paid by a percentage from each agency for which District 5 provides dispatching services. The share of the City of Toppenish would be up to \$1,530.00, which represents seventeen percent of the remaining \$9,000.00.

The parties desire to amend the Interlocal Agreement for Fire Communication services to provide for the City's participation in the purchase of the above-described equipment, and to provide pro-rata reimbursement to the City in the event such property is later declared surplus and sold by District 5.

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

1. District 5 will purchase a new radio and telephone voice recorder to replace the existing equipment, which has been determined to be inadequate by District 5. The cost of such replacement equipment is estimated by District 5 to be \$18,000.00. District 5 will pay one-half (up to \$9,000.00) and the remainder will be paid by a percentage from each agency for which District 5 provides dispatching services.

2. The City agrees to pay seventeen percent (17%) of the remaining one-half of the purchase price for such replacement equipment, up to \$1,530.00.

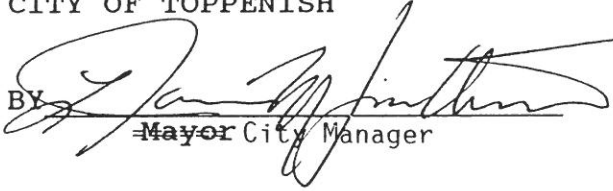
3. The equipment so purchased by District 5 shall remain the property of District 5, subject to the terms and conditions of the Interlocal Agreement for Fire Communication Services; provided, that in the event District 5 determines that such replacement equipment should be declared surplus and sold, then the City will be reimbursed in proportion to its participation in the initial purchase of the equipment, to-wit: The City shall receive seventeen percent (17%) of one-half of the sales proceeds received by District 5 upon sale of such surplus radio and telephone voice recorder system.

4. Except as expressly amended herein, the Interlocal Agreement for Fire Communication Services between Yakima County Fire District No. 5 and the City of Toppenish shall remain unchanged and in full force and effect.

WHEREFORE, this Amendment No. 1 to the Interlocal Agreement for Fire Communication Services shall be deemed executed on this 27th day of December, 1994.

CITY OF TOPPENISH

YAKIMA COUNTY FIRE DISTRICT NO. 5

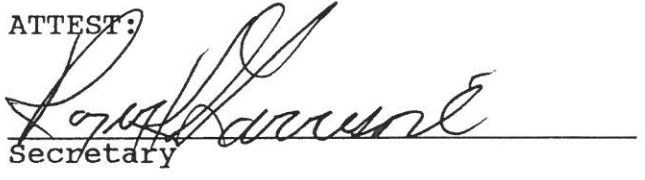
BY 
Mayor City Manager


Chairman

ATTEST:

ATTEST:


City Clerk


Secretary