

**Inter-local Agreement with
Toppenish City and Yakima County Fire District 5
(Rescue 9)**

I. Recitals

THIS AGREEMENT is entered into this 4 day of February, 2003 between Yakima County Fire Protection District 5, a political subdivision of the State of Washington, (hereinafter referred to as "District"), and the City of Toppenish, a municipal corporation, (hereinafter referred to as "City").

WHEREAS, it is the intent of both parties to this agreement to provide the most cost effective and efficient Emergency Medical/Fire and Rescue service possible while protecting the lives and property of the citizens residing within respective boundaries of the parties; and

WHEREAS, the parties intend to render to each other the maximum cooperation possible in the sharing of personnel, equipment and other resources, in order to provide Emergency Medical/Fire and Rescue service; and

WHEREAS, it is becoming more difficult for the volunteer staff to respond to calls in the City and the District; now, therefore,

In order to facilitate, accommodate and promote emergency medical services within the District, the District has purchased a transport capable rescue aid unit for transporting emergency personnel and equipment to medical and rescue incidents.

In order to facilitate, accommodate and promote emergency medical services within the City, the City has the need to use a rescue unit capable of servicing the needs within the City.

II. Agreement

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

1. Description of property: One (1) rescue transport capable unit referred to as Rescue 9.
2. The term of this agreement shall be from the date of execution and shall automatically renew thereafter from January 1 to December 31 of each year, absent written notice of termination or withdrawal given by a party to this agreement, sixty (60) days prior to December 31 of any year.
3. That the District will agree to the Cities use of Rescue 9 to be utilized as a rescue/aid unit and be housed at the City fire station #1 located at 514 W. second Ave. In return for the use of this unit, the City will provide City career personnel to automatically mutual aid the District. This automatic mutual aid shall be on an as needed and when available bases. This is to insure critical staffing levels are maintained in the Cities response area. Responses will be to medical and rescue emergencies within the normal response area of the Districts' Station 9, located in Toppenish and for fire protection in the areas of the Yakama Tribal Government, Yakama Nation Service Facilities and the Yakama Recreation/Gaming Centers. The need for Career personnel to respond will be dictated by the availability of station 9 volunteers. The Career staff for the City shall wait until the second tone before responding unless otherwise requested or the nature of the calls dictates otherwise. There may be times when volunteer personnel are out of the area; on such times City staff would respond immediately.
4. Because of the possible need for responders to be available for City calls, fire and/or EMS, the District shall automatically mutual aid the City upon tone out of a city call if the City personnel are servicing a call in the County. The response shall be from District Career staff. The District career staff shall wait until after the second tone out before responding to the City unless the nature of the calls dictates otherwise. This will allow time for volunteers to respond to the City call if in the area. There may be times when volunteer personnel are out of the area; on such times District staff would respond immediately.
5. Insurance shall be maintained by the District on the vehicle to protect the District's interests.
6. Each party agrees to be responsible and assume the risk of liability for its own wrongful and/or negligent acts or omission, or those of its officers, agents, or employees to the extent that liability exists, and agrees to save, indemnify, defend, and hold the other members harmless from any such liability.
7. The parties to the agreement shall defend, indemnify, and save one another harmless from any and all claims arising out of the performance of this agreement, except to the extent that the harm complained of arises from the sole negligence of one of the participating members.
8. The City and District further agree to share in restocking of emergency equipment and medical supplies. The portion owned by each party will be determined by the most

current medical purchasing agreement between the two parties. The District will fuel and service the unit for emergency response. Any additional insurance needs for any specific use shall be the responsibility of the party of which has this need.

9. The District will have sole ownership of Rescue 9 and may have a need to utilize the described unit from time to time for other duties. The District will make every effort to replace the unit with a comparable unit to serve the needs of both parties when Rescue 9 is not at it's normal duty station.

10. The parties will operate Rescue 9 on a cooperative basis in order to best serve the needs of the City and District in the discharge of their statutory duties.


11. All separately owned equipment of each party to this agreement which is brought into this agreement and carried and utilized on Rescue 9 shall remain the separately owned equipment of each entity unless and until by specific agreement, a party shall by purchase or other means acquire a specific interest in a specific piece of otherwise separately owned property. All such equipment shall be in agreement of the parties of this agreement before being placed on the unit.

12. The City shall comply with all District standards in regards to medical and operational requirements of their drivers/operators. The City will also follow the guidelines outlined by the District and its insurance carrier, such as driver background and training.

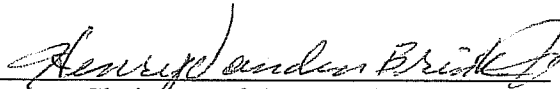
IN WITNESS WHEREOF, the parties hereto cause this agreement to be duly executed as set forth below.

City of Toppenish

Yakima County Fire District No.5

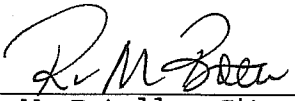


Scott D. Staples, City Manager



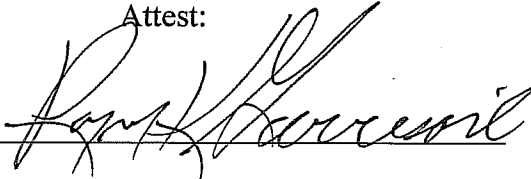
Chairman of the Board

Attest:



Rosa M. Botello, City Clerk-Treasurer

Attest:



Attestor

Date: March 10, 2003

Date: Feb 4, 2003