

**INTERLOCAL AGREEMENT
FOR EMERGENCY AID RESPONSE BETWEEN
THE CITY OF YAKIMA AND THE CITY OF TOPPENISH**

THIS INTERLOCAL AGREEMENT is made and entered into this ___ day of June, 2020, by and between the City of Yakima, a Washington municipal corporation (hereinafter “Yakima”) and the City of Toppenish (hereinafter “Toppenish”), the entities hereto collectively referred to as the “Fire Agencies”. This Agreement is entered into under the provisions of RCW 39.34, the Interlocal Cooperation Act.

I. Recitals:

WHEREAS, Yakima and Toppenish maintain organized and equipped fire departments for the benefit of the residents of their respective jurisdictions; and

WHEREAS, it is the purpose of the Interlocal Cooperation Act and this Agreement to permit local governmental organizations to make the most efficient use of their resources by enabling them to cooperate with other government agencies for the purpose of mutual advantage; thereby providing services and organizing facilities in a manner, pursuant to appropriate forms of governmental organization, which best fits with geographic, economic, population, and other factors that influence the needs and development of local communities; and

WHEREAS, it has been determined by each of the parties hereto that it would be in the best interests of the residents of the respective jurisdictions, and of mutual benefit to the delivery of emergency services if, in some circumstances, the services of the Fire Agencies may be extended beyond their corporate limits or jurisdictional boundaries to provide emergency services on behalf of the other party to this Agreement; and

WHEREAS, the parties hereto desire to enter into an Emergency Aid Response Agreement wherein, under certain circumstances, one of the Fire Agencies hereto will respond to an emergency incident within the corporate limits of the other Fire Agency; and

WHEREAS, the Fire Agencies desire to set forth their rights, duties, and responsibilities with respect to said Emergency Aid Response obligations as allowed by State law; NOW, THEREFORE,

For and in consideration of the covenants contained herein, performed, and to be performed, the parties hereto agree as follows:

II. Terms and Conditions:

The Recitals set forth above are incorporated herein and made a part of this Interlocal Agreement.

Section 1. Insurance and Indemnification. At all times during performance of the services associated with this Agreement Toppenish and the Yakima shall secure and maintain in effect insurance to protect the Yakima and Toppenish from and against all claims, damages, losses, and

expenses arising out of or resulting from the performance of this Agreement. The Fire Agencies shall provide and maintain in force insurance in limits no less than that stated below, as applicable.

A. Commercial General Liability Insurance. Before this Contract is fully executed by the Fire Agencies the Yakima and Toppenish shall each provide the other party with a certificate of insurance as proof of commercial liability insurance and commercial umbrella liability insurance with a total minimum liability limit of Five Million Dollars (\$5,000,000.00) per occurrence combined single limit bodily injury and property damage, and Five Million Dollars (\$5,000,000.00) general aggregate (per occurrence). The policy shall include employer's liability (Washington Stop Gap). The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Agreement.

B. Commercial Automobile Liability Insurance. Before this Agreement is fully executed by the Fire Agencies Yakima and Toppenish shall each provide the other party with a certificate of insurance as proof of commercial automobile liability insurance and commercial umbrella liability insurance with a total minimum liability limit of Five Million Dollars (\$5,000,000.00) per occurrence combined single limit bodily injury and property damage. Automobile liability will apply to "Any Auto" and be shown on the certificate. The required certificate of insurance shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract.

C. Indemnification and Hold Harmless.

1. The Fire Agencies mutually agree to protect, defend, indemnify and hold harmless the other party's elected and appointed officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable costs and attorney fees) resulting from death or bodily injury to any person or damage or destruction to a third party or third parties to the extent caused by any negligent act and/or omission of the indemnifying "at fault" party, its elected and appointed officials, officers, employees, agents, and volunteers and/or subcontractors, arising out of the performance of this Agreement.

2. If the negligence or willful misconduct of both Toppenish and Yakima (or a person identified above for whom each is liable) is a cause of such third-party claim, the loss, cost, or expense shall be shared between Toppenish and Yakima in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity will apply for such proportion.

3. Nothing contained in this Section or this Agreement shall be construed to create a liability or a right of indemnification in any third party.

Section 2. The Fire Agencies shall each maintain their necessary worker's compensation coverage for their own employees without cost to the other party to this Agreement. Toppenish and the

Yakima shall each be solely responsible for their own personnel's compensation, without cost to the other party.

Section 3. The Fire Agencies shall each be fully responsible for all repairs, maintenance, and upkeep of their own individual equipment used pursuant to this Agreement, for all times when said equipment is being used outside of the owner party's geographical boundaries. Said repair, upkeep and maintenance shall include, but not be limited to providing gas, oil, lubrication, parts replacement, and repair of casualty damage.

Section 4. It is understood and agreed by and between the Fire Agencies that every reasonable effort shall be made to ensure all personnel have an opportunity to become familiar with the other Agency's equipment; both Fire Agencies' personnel shall only use and operate equipment they have been trained on and are determined competent to operate safely.

Section 5. It is further understood and mutually agreed by and between the Fire Agencies that the deployment of Fire Agency resources will be accomplished in accordance with a pre-determined and agreed upon plan of action utilizing the most current Computer Aided Dispatch (CAD) methodology.

Section 6. The Fire Agencies further understand and mutually agree that the services to be rendered pursuant to this Agreement shall be the provision of Fire, Rescue, Hazardous Material, and Emergency Medical Service response.

Section 7. The availability of a Fire Agency's resources and the opportunity to respond to assist the other party at any particular time is dependent on many factors and the ultimate decision on whether emergency resources can be allocated to a particular situation shall rest solely with each Fire Agency's command staff. This Agreement shall not bind either party to the provision of emergency support services to the other party if doing so results in undue risk to the safety of the residents served by a Fire Agency or to the Fire Agency's employees. The intent of this Agreement is to increase the overall safety to the residents and employees of the Fire Agencies through the pre-planned and coordinated sharing of available resources when available.

Section 8. The Fire Agencies further mutually understood and agree that in order to cooperatively affect the purpose and administration of this Agreement the Fire Chiefs of each of the Fire Agencies are granted the authority to form a joint Administrative Board that will oversee and administer the performance of this Agreement. It is further understood and agreed that responsibilities may be delegated to agents or employees of the respective fire Agencies to cooperatively develop and implement deployment plans that meet the intent of this Agreement. To affect this purpose the Fire Agencies shall each appoint members to the Deployment Planning Group who are familiar with the process of Computer Aided Dispatch. Each party shall furnish the Administrative Board the names and ranks of the participants they have named as their representatives to the Deployment Planning Group.

Section 9. It is mutually understood and agreed that the most senior officer or firefighter first arriving at a scene shall assume command of the incident until such time as he/she is relieved by an officer representing the jurisdiction having authority over the scene. It is understood and agreed

by the Fire Agencies that in some situations an agency may be confronted with an incident for which a more qualified incident commander is available from the other Fire Agency's team. If such a situation arises then it is agreed that the senior officer from the host jurisdiction may, but shall not be required to, delegate authority to a more qualified individual to command the incident. However, in either case the host agency shall retain responsibility for the incident.

Section 10. It is understood and agreed by and between the Fire Agencies hereto that this Agreement is made with the understanding that no charges will be assessed by a responding party to the recipient party for services provided in the recipient party's primary jurisdictional service area. It is also understood and agreed that the Fire Agencies may provide services to areas within or adjacent to the jurisdiction in which fees for services are charged (i.e. federal jurisdiction lands). When a Fire Agency provides services to those "fee for service" areas, the Fire Agency primarily responsible for serving those areas agrees to reimburse the responding agency for its services in accordance with acceptable reimbursement standards.

Section 11. A Fire Agency's inability or refusal to provide emergency service assistance to areas or locations served by the other Agency under separate contracts or agreements shall not affect the application of this Agreement with respect to areas not subject to separate contracts or agreements.

Section 12. Safe and successful implementation of this Agreement is dependent upon adequate cooperative training and familiarization efforts by and between the Fire Agencies. To facilitate these cooperative efforts the Administrative Board shall delegate responsibility to a Training and Equipment Group comprised of members from each of the participating agencies. This Training and Equipment Group shall be responsible for developing and implementing joint training opportunities for the members of the Fire Agencies to assure that safety and efficiency is maintained within the joint operations of the Fire Agencies.

Section 13. This Agreement shall become effective thirty (30) days after approval by the Agencies' legislative bodies and publication, as required under RCW 34.39.040. The Agreement shall remain in full force and effect for one year from the date first indicated above. The Agreement may be automatically renewed from year-to-year by the parties hereto, said renewal being contingent upon the completion of an annual review and written report representing the number of calls the Fire Agencies cooperatively responded to during the term, together with other relevant data that provides a summary of the outcome of this cooperative effort at the end of each annual term, unless the Agreement is otherwise terminated prior to renewal. A Fire Agency may withdraw from this agreement by providing ninety (90) days written notice of its intent to withdraw to the other Fire Agency. If one Fire Agency withdraws, this agreement is automatically and immediately terminated.

Section 14. Severability. If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.

IN WITNESS WHEREOF the parties have hereunto placed their hands and seals on the day and year first indicated.

CITY OF YAKIMA

By: _____

~~Alex Meyerhoff, Interim City Manager~~
Robert Harrison

CITY OF TOPPENISH

By: _____

Lance Hoyt, City Manager

Date: _____

Sept. 16, 2020

Date: _____

6/22/2020

CITY CONTRACT NO:

~~2020-152~~

RESOLUTION NO:

R-2020-103