

INTERLOCAL AGREEMENT BETWEEN THE CITY OF YAKIMA AND YAKIMA
COUNTY FIRE DISTRICT #4

THIS AGREEMENT is made and entered into this 9th day of November, 2020, by and between Yakima County Fire District #4, a Washington municipal corporation, and the City of Yakima (Yakima), also a Washington municipal corporation.

WHEREAS, Yakima County Fire District #4 requires a fire service ladder truck for emergency fire operations and Washington Survey and Rating Bureau Public Protection Classification rating points; and;

WHEREAS, The City of Yakima Fire Department does own and operate fire service ladder trucks and has capability and capacity to respond to Yakima County Fire District #4 commercial structure fires; and;

WHEREAS, The City of Yakima Fire Department desires to assist Yakima County Fire District #4 with Automatic Aid ladder truck response to commercial fires in Yakima County Fire District #4; and;

WHEREAS, in accordance with the terms and conditions herein, and where it is not an undue burden to the City of Yakima Fire Department; and;

WHEREAS, it is of mutual advantage to both parties to enter into this Agreement to provide ladder truck services to Yakima County Fire District #4; and;

WHEREAS, it is necessary for the City of Yakima and Yakima County Fire District #4 to enter into an agreement setting forth the terms, conditions and requirements for ladder truck response to Yakima County Fire District #4; and;

WHEREAS, this Agreement is entered into by and between the parties pursuant to Chapter 39.34 of the Revised Code of Washington which provides for inter-local cooperation for the public good;

NOW, THEREFORE, in consideration for the terms and conditions contained herein and in the documents incorporated herein, the parties agree as follows:

1. **PURPOSE.** The purpose of this agreement is to authorize and grant the use of the City of Yakima Fire Department Automatic Aid ladder truck response to Yakima County Fire District #4 for commercial fires as specified herein.
2. **TERM.** This Agreement shall be effective from the date of signature of both parties and shall remain in effect until December 31, 2022 unless terminated by either party in accordance with Section 20 of this Agreement.
3. **COSTS.** Yakima County Fire District #4 agrees to pay the City of Yakima Fire Department a per incident fee as outlined in the attached cost schedule for the Automatic Aid response for the City of Yakima Fire Department ladder truck program to Yakima County Fire District #4.
4. **AUTOMATIC AID RESPONSE.** The Automatic Aid ladder truck response shall be assigned to first alarm status for commercial structure Fires within the response boundaries of Yakima County Fire District #4. In the event a ladder truck response is not available, the City of Yakima Fire Department shall immediately advise the incident commander of that fact.
5. **COMMAND RESPONSIBILITY.** Upon arrival, the Chief Officer or Senior Officer with the ladder truck response shall work within a Unified Command structure with the Incident Commander for best practices and strategy in mitigating the emergency.

6. **CONSIDERATION.** The parties agree that no additional fees shall be charged for the Automatic Aid response to each other's fires or emergency calls for service.
7. **PERFORMANCE EXCUSED UNDER CERTAIN CONDITIONS.** Either Party's failure to perform its obligations under this Agreement shall be excused if due to causes beyond the control and without the fault or negligence of the party, including but not limited to acts of God, acts of the public enemy, fires, floods, epidemics, strikes, and/or weather conditions.
8. **NONDISCRIMINATION.** The parties shall not discriminate in the performance of this Agreement in violation of any federal, state, and/or local law or regulation on the basis of race, age, color, sex, religion, national origin, creed, marital status, the presence of any sensory, mental or physical handicap, or other status protected by law. This provision shall include but not be limited to use of each other's facilities pursuant to this Agreement.
9. **THE AMERICANS WITH DISABILITIES ACT.** The parties agree to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.* (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, state and local government services and telecommunications.
10. **INDEMNIFICATION AND HOLD HARMLESS.**
 - A. 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.
 - B. If the negligence or willful misconduct of both the City and Yakima County Fire District #4 (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 the City and Yakima County Fire District #4 in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity will apply for such proportion.
 - C. Nothing contained in this Section or this Agreement shall be construed to create a liability or a right of indemnification in any third party.
11. **INSURANCE.** At all times during performance of the services associated with this Agreement the City and Yakima County Fire District #4 shall secure and maintain in effect insurance to protect themselves 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.

Commercial General Liability Insurance. Before this Contract is fully executed by the Fire Agencies 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.

12. **ADMINISTRATION.** This Agreement shall be administered by the Chief of the Yakima Fire Department and the Chief of Yakima County Fire District #4.
13. **ASSIGNMENT.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by either party to any other person or entity without the prior written consent of the other party.
14. **NO THIRD PARTY RIGHTS.** This Agreement is entered into for the sole benefit of Yakima and Yakima County Fire District #4. It shall confer no benefits or rights, direct or indirect, on any third persons. No person or entity other than the parties themselves may rely upon or enforce any provision of this Agreement. The decision to assert or waive any provision of this Agreement is solely that of each party.
15. **SEVERABILITY.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, unenforceable, void, or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect. Any provision of this Agreement in direct conflict with any statutory provision of the State of Washington shall be deemed modified to conform to such statutory provision.
16. **NON WAIVER.** The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.
17. **NOTICES.** Unless stated otherwise herein, all notices and demands shall be in writing and sent to the parties to their addresses as follows:

TO YAKIMA COUNTY FIRE DISTRICT #4:

Chief Dale Hille
Yakima County Fire District #4
2003 Beaudry Road
Yakima, WA 98901

TO THE CITY OF YAKIMA:

Chief Aaron Markham
City of Yakima Fire Department
401 North Front Street
Yakima, WA 98901

18. **SURVIVAL.** Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this agreement and shall be binding on the parties to this Agreement.
19. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
20. **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in a court of competent jurisdiction in Yakima County, Washington.
21. **COMPLIANCE WITH LAW.** The parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement. Each party shall be responsible for complying with all relevant safety laws and regulations and for taking all necessary safety precautions while using the other party's facility pursuant to this Agreement.
22. **NEUTRAL AUTHORSHIP.** Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of the parties hereto. No presumption or other rule of construction that would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any provision of this Agreement.

23. **TERMINATION.** Either party may terminate this Agreement, with or without cause, by giving the other party ninety (90) days prior written notice of termination. If the agreement is terminated, any costs for services provided by City under this Agreement prior to the effective date of termination shall be paid by Yakima County Fire District #4 in accordance with the terms of the Agreement.
24. **FILING.** Copies of this Agreement shall be filed with the Yakima County Auditor pursuant to RCW 39.34.040, by the Yakima County Fire District #4 Board of Fire Commissioners and the City Clerk of Yakima.

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

CITY OF YAKIMA

By: _____
Robert Harrison, City Manager

Date: _____

By: 
Aaron Markham, Fire Chief

Date: 11/30/20

YAKIMA COUNTY FIRE DISTRICT #4

By: 
David Ramynke, Chairman

Date: 11.24.2020

By: 
Les Riel, Commissioner

Date: 11.23.2020

By: 
Ben St. Mary, Commissioner

Date: 11.24.2020

By: 
Dale E. Hille, Fire Chief

Date: 11/30/2020

COST SCHEDULE FOR SERVICE OF THE CITY OF YAKIMA FIRE DEPARTMENT LADDER TRUCK PROGRAM

The 2020 hourly rate to operate the City of Yakima Fire Department Ladder Truck Program is outlined below. There will be an annual inflationary adjustment cost of a 2 percent increase (2%) at the beginning of each year to the hourly rates outlined below.

Ladder Truck Program operational cost per hour \$243.00 (based on Washington State Fire Chiefs)

Fire Officer - \$57.97 per hour (City of Yakima Master Pay Ordinance – Captain base salary plus benefits)

Firefighter - \$49.21 per hour (City of Yakima Master Pay Ordinance – Firefighter base salary plus benefits)

Firefighter - \$49.21 per hour (City of Yakima Master Pay Ordinance – Firefighter base salary plus benefits)

Total Cost per hour \$ 399.39

The following is a breakdown of 2020 cost to operate the City of Yakima Fire Department Ladder Truck Program at incidents within Yakima County Fire District #4. The cost includes travel, operational and re-servicing time.

Activated Fire Alarm – No Fire - \$599.09 – 1.5 hours of operational time – average per incident

Residential or Commercial – Fire - \$1597.56 – 4 hours of operational time – average per incident

Industrial or Institutional – Fire - \$2,396.34 – 6 hours of operational time – average per incident

Service Call, Assist the Police, or Rescue - \$998.48 – 2.5 hours of operational time - average per incident