

INTERLOCAL AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES

THIS AGREEMENT is dated the ___ day of _____, 2026, and entered into between **YAKIMA COUNTY FIRE DISTRICT NO. 5**, a municipal corporation ("YCFD5" or the "District"), and the **CITY OF TOPPENISH**, a Washington municipal corporation, (the "City") (collectively, the "Parties" or a "Party").

WHEREAS, this Agreement is entered into by the District and the City under the authority of RCW 52.12.031 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act;

WHEREAS, the City and the District currently each maintain and operate their own fire departments to provide fire protection, fire suppression and emergency medical services in their respective jurisdictions;

WHEREAS, the purpose of this Agreement is to consolidate certain services to allow for the joint operation and administration of these services within the jurisdiction of the City and the District; and

WHEREAS, this Agreement is not intended to supersede or conflict with the collective bargaining agreements of either Party.

NOW, THEREFORE, in consideration of these premises and the promises contained herein, and intending to be legally bound, the Parties agree as follows:

1. TERM.

1.1. This Agreement shall be effective on the day of mutual execution by the Parties until terminated as provided herein.

1.2. The District may provide the City with its notice of intent to annex the City and, if the City fails to call a special election on said annexation to occur within one (1) year of the notice of intent to annex, the District may terminate this Agreement with at least thirty (30) days' advance written notice to the City, provided that such termination may not occur until after the Agreement has been in effect for at least three (3) years, unless both parties agree to the termination.

1.3. In the event of a Material Breach of this Agreement, the District and the City shall, unless the City and the District mutually agree otherwise, continue to perform their respective obligations under this Agreement for up to twelve (12) months after notice of the Material Breach (the "Wind-Up Period"); provided, however, that during the Wind-Up Period, the City and the District shall coordinate their efforts to prepare for the transition to other methods of providing fire and EMS services to the City. The City shall be responsible for all Contract Payment installments required herein until the conclusion of the Wind-Up Period.

2. SCOPE OF SERVICES

2.1. **Fire Suppression Services.** The District shall provide all services necessary for fire suppression, fire prevention, fire support, hazardous material response, and rescue response to a service area covering the corporate limits of the City, including technical rescues involving low/high angle, confined space, trench, water, and surface water.

2.2. **Emergency Medical Services.** The District shall provide all services necessary for basic life support emergency medical service to a service area covering the corporate limits of the City, including mobile integrated health care and a Medical Services Officer.

2.3. **Administrative / Operations Services.** The District shall provide administrative, operations, and management authority to a service area covering the corporate limits of the City, including but not limited to the following:

(a) The Fire Chief or designee shall supervise, administer, and manage the day-to-day operations of the services, including, without limitation, the following:

(i) Staffing levels, personnel assignments and other resource allocations.

(ii) Implementation of Budget.

(iii) Implementation of policies and procedures.

(iv) Personnel management, including discipline. The Fire Chief shall manage all disciplinary actions consistent with existing personnel policies and procedures. All disciplinary actions shall follow the chain of command.

(v) Oversee and manage all operations in the manner of, and subject to, the limitations specified herein.

(b) For the purposes of enforcement of federal, state, and appropriate laws relating to the provision of fire services, and for the purposes of complying with federal and state grant programs or any other programs which relate to the provision of the services hereunder, the City hereby designates the Fire Chief of the District as the City's Fire Chief.

(c) The Fire Chief shall report on administrative and operational matters to the City and shall attend meetings when requested.

2.4. **LEOFF 1 Liability.** The City shall remain liable for all payments required for its LEOFF 1 employees. The City shall perform, execute, and deliver any and all further acts that may reasonably be required to effect the intent of this Paragraph for compliance with the Department of Retirement Services.

2.5. **Hydrant Locations.** The City agrees to continue to maintain all hydrant locations within the corporate limits of the City of Toppenish and to provide sufficient water flow for the use in the suppression of fires or other emergency situations where water is needed from the hydrant.

2.6. **Fire Marshal.** The services provided by the District hereunder do not include the services of a Fire Marshal for the City. Instead, the City shall be responsible for securing the services of a City Fire Marshal separate and apart from this Agreement. The District will not be responsible for fire investigation, plan review, inspections or code enforcement.

3. **STANDARDS FOR SERVICES / STAFFING**

3.1. **Staffing Level.** The City Station shall be staffed twenty-four (24) hours per day, seven (7) days per week with a minimum of one (1) Firefighter.

3.2. **Level of Service.** The District shall provide a consistent level of service across the entire service area according to the performance measures stated in NFPA 1710 by the National Fire Protection Association.

3.3. **Staffing Exceptions.** Exceptions to the staffing level may occur on a temporary basis in unusual circumstances and in times of significant emergencies.

3.4. **Concurrent Emergencies.** It is understood and agreed by the Parties that the dispatch of units during concurrent emergencies is determined by protocols of the dispatch centers and automatic and/or mutual aid agreements. Nothing herein shall require the District to respond first within the City as opposed to other areas protected by the District. Rather, the Parties recognize that responses to concurrent emergencies shall be determined by the District based upon the District's operational judgment and without regard to where the concurrent emergencies occur.

3.5. **Changes in Services.** Should the City desire to increase the level of services the District provides under this Agreement, the Parties shall equitably negotiate an amendment to this Agreement revising the Contract Payment using the same cost analysis which was utilized to determine the Contract Payment.

4. **PAYMENT FOR SERVICES**

4.1. **Annual Contract Payment.** For the services provided by the District pursuant to this Agreement starting _____, 2026, the City shall pay the District the annual payment of Eight Hundred Forty-Eight Thousand Eight Hundred Dollars (\$848,800.00), which shall increase on the anniversary of the date of this Agreement of each year following the initial year based on CPI-U (measured from August to August of the prior year), not to exceed three percent (3%) (the "Contract Payment"). Annual payments shall be prorated for partial years.

4.2. **Payment Procedures.** Except as otherwise provided herein, for all payments provided hereunder, the District shall provide the City with quarterly invoices outlining the nature of the services provided. The City shall pay all invoiced amounts within thirty (30) days of receipt.

4.3. **Failure to Submit Invoice.** The failure of the District to submit an invoice for services to the City within the timeframes provided in this Agreement shall not result in a waiver of the requirement of the City to pay for those services; provided, the failure of the District to invoice the City for a period in excess of six (6) months from the date the services were rendered shall result in a complete waiver and release from any obligation to pay for that service, unless otherwise agreed to by the Parties.

4.4. **Annexation.** In the event the City annexes portions of property, expanding the Service Area as it existed on the Effective Date, the Contract Payment will be increased by an amount calculated by applying the then current District levy rate and emergency medical services levy rate to the assessed value of the annexed area, plus revenue from a Fire Benefit Charge, if imposed, that the District would have received from the annexed area in the year which the Contract Payment is calculated. The increase in the Contract Payment shall occur on the first (1st) month on which the District is no longer entitled to collection non-delinquent tax revenue from the annexed area pursuant to RCW 35.13.270(2).

4.5. **Significant Change in Cost of Providing Services.** In the event that there is a material and significant increase or decrease in the costs of providing services under this

Agreement because the District was required to comply with a legislative or regulatory decision by an entity other than the City, then at the request of either Party, the City and the District shall negotiate an amendment to this Agreement and adjust the Contract Payment to fully compensate the District for actual costs incurred by the District. An example of a significant increase in cost would be if the state required that fire engines be staffed with four (4) firefighters per engine instead of three (3). If the City and the District are unable to successfully renegotiate the Contract Payment in this context through good faith negotiations, then the Dispute Resolution provision of this Agreement shall apply. Failure of either Party to participate in, or comply with, the Dispute Resolution Procedures herein shall be deemed a Material Breach.

4.6. **EMS Levy Funds.** The City shall continue to collect payments from Yakima County related to the EMS levy.

5. **TRANSITION OF EMPLOYEES AND PROPERTY**

5.1. **City Equipment and Supplies.** Within fourteen (14) days of the effective date of this Agreement, the City shall convey with the Bill of Sale attached hereto as **Exhibit A** to the District the possession, title and ownership of all Fire and EMS equipment and supplies currently owned by the City.

5.2. **City Vehicles, and Apparatus.** Within fourteen (14) days of the effective date of this Agreement, the City shall convey with the Bill of Sale attached hereto as **Exhibit B** to the District the possession of all Fire and EMS apparatus listed on said Exhibit B. In exchange for the property transferred under this subsection 5.2, the District shall pay the City the sum of Seven Hundred, Fifty Thousand Dollars (\$750,000.00) within fourteen (14) days of the effective date of the Bill of Sale.

5.3. **City Fire Station.** Within fourteen (14) days of the effective date of this Agreement, the City shall convey to the District with a Quit Claim Deed, attached hereto as **Exhibit C**, the fire station currently owned by the City located at HWY 22/2ND Ave. W, Toppenish, WA (Yakima County Parcel Number 201009-11030).

5.4. **District Fire Station.** Within fourteen (14) days of the effective date of this Agreement and concurrently with the conveyance above, the District shall convey to the City with a Quit Claim Deed, attached hereto as **Exhibit D**, the fire station currently owned by the District located at 9 Buena Way, Toppenish, WA (Yakima County Parcel Number 201004-41531).

5.5. **Transfer of City Fire Employees to District.** City Fire Department employees, including three (3) staff employees and one (1) Deputy Fire Chief, shall, pursuant to this Agreement, become lateral hire employees of YCFD5.

6. **RECORDS**

6.1. **District Records** shall include: (i) all records prepared, owned, used, or retained by the District related to the performance of its statutory and contractual duties; and (ii) all reports, documents, surveys, books, records, files, papers, and electronic or written materials that are owned by or in the possession of the City and related to Fire/EMS services transferred and/or made available to the District.

6.2. **City Records** shall include all records prepared, owned, used or retained by the City related to the performance of its statutory and contractual duties.

6.3. 1 – the Parties shall share their respective records when requested by the other Party.

6.4. **Record Ownership.** The Parties recognize that physical custody of District Records or City Records is not determinative of whether the records are District Records or City Records and the Parties shall work cooperatively in responding to requests for records pursuant to subpoenas or pursuant to the Washington State Public Records Act.

6.5. **Records Custodian.** Except as provided below, the District will be the primary record custodian of all District Records and the City will be the primary record custodian of all City Records.

6.6. **Requests for Records.** The Parties recognize that some City Records will be in the custody of the District. The Parties agree to the following process to provide a method of responding to records requests received through subpoenas and the Public Records Act, or records otherwise requested by the City or the District. In the event the City receives a public records request, subpoena, or other request for City Records, the following process shall be followed:

6.6.1. The District will administer its ordinary public records process for District records and the City will administer its ordinary public records process for City records. If either party receives records requests for records falling into the responsibility of the other party, the receiving party will promptly advise the other party in writing that the request has been received.

6.6.2. The parties will have five (5) business days to respond to the Receiving Party with the records or a reasonable estimate of the time necessary to provide the Receiving Party with the records.

6.6.3. Each party will provide copies, at its sole cost and expense, in the form requested by the other party to either the other party or the requestor, as directed by the other party. In the event a party receives payment for the copies sent by the other party, that party shall forward such payment to the sending party.

6.6.4. Each party shall be responsible for communicating with record requestors on its behalf or on behalf of the other party in compliance with all legal obligations. The Parties shall jointly work to determine which records are to be disclosed to the requesting party and, if the request was submitted under the Public Records Act, which records are exempt from disclosure.

6.6.5. It shall be the responsibility of each party, to defend, at its expense, any claim or lawsuit for a violation of the Public Records Act or laws relating to a public records request received by said party, and pay any damages, fees, costs or settlements relating to such claim or lawsuit. The Parties agree to communicate and cooperate fully in the defense of any such claim or lawsuit involving both parties. If both the Parties fail to produce all records, they will cooperate in defense and each Party will pay all its legal costs and attorneys' fees.

7. OVERSIGHT AND REPORTING

7.1. **Joint Meetings.** The City shall hold at least two (2) joint meetings per year to discuss administration of this Agreement.

7.2. **Agreement Administrators.** The District's Fire Chief and the City Manager and/or their designees shall act as administrators of this Agreement for the purposes of RCW 39.34.030. During the term of this Agreement, the District Fire Chief shall provide the City with periodic written reports concerning the provision of services under this Agreement.

7.3. **Representation on Intergovernmental Boards.** The District shall represent the City on intergovernmental boards or on matters involving the provision of services under this Agreement as reasonably requested by the City. The City reserves the right to represent itself in any matter in which the interests of the City and the District are not aligned or whenever any matter relates to the appropriation of or expenditure of the City funds beyond the terms of this Agreement.

8. EXISTING AGREEMENTS

8.1. **Existing Agreements.** Each Party shall share copies of any ILA's and Mutual and Automatic Aid Agreements with the other Party:

8.2. **ILA's and Mutual and Automatic Aid Agreements.** The Parties currently have individual responsibilities and contractual obligations under their respective agreements with other fire agencies. The District shall assume the City's responsibilities and contractual obligations for the provision of such ILA's mutual and automatic aid. At such times as these agreements are renegotiated or re-executed, the District shall represent the City's former interest and shall be signatory to the agreement on behalf of the District.

9. TERMINATION

9.1. **Termination Costs.** Except as otherwise provided herein, the costs associated with terminating this Agreement shall be borne equally between the Parties, or in the event of a Material Breach, by the breaching Party, provided that in the following circumstances, the cost of termination shall be apportioned as provided below. In the event that this Agreement is terminated due to a change in law or by mutual agreement, each Party shall bear its own costs associated with the termination.

9.2. **Duty to Mitigate Costs.** The City and the District have an affirmative duty to mitigate their respective costs of termination, irrespective of the Party who elects to terminate this Agreement and irrespective of the Party who must bear the costs of termination.

9.3. **Reconciliation of Amount Due After Termination.** Within thirty (30) calendar days of the effective date of this Agreement's termination, the District shall submit to the City a final invoice consistent with the methods of invoicing required herein. Final payment and settlement of accounts shall occur within ninety (90) calendar days of the effective date of termination of the Agreement.

10. INDEPENDENT MUNICIPAL GOVERNMENTS

10.1. **Independent Governments.** The City and the District recognize and agree that they are independent governments. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each Party. Specifically, and without limiting the foregoing, the District shall have the sole discretion and the obligation to determine the exact method by which the services are provided within the District and within the City unless otherwise stipulated within this Agreement.

10.2. **Resource Assignments.** The District shall assign available resources based upon the operational judgment of the District as exercised within the limitations and obligations of this Agreement, and not on existing internal political boundaries.

10.3. **Debts and Obligations.** Neither the City nor the District, except as expressly set forth herein or as required by law, shall be liable for any debts or obligations of the other.

11. INDEMNIFICATION

11.1. To the extent permitted by law, each Party agrees to defend, indemnify, and hold harmless the other Party and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully tortious actions or inactions by the performing Party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. Each Party shall be responsible for its own legal costs and attorneys' fees. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Agreement is not enforceable. It is further specifically and expressly understood that the indemnification provided herein constitutes each Party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The Parties further acknowledge that they have mutually negotiated this waiver.

12. INSURANCE

12.1. **Maintenance of Insurance.** For the duration of this Agreement, each Party shall maintain insurance to cover the services provided by said Party.

12.2. **City to hold District Harmless for Claims for Former City Employees.** The City will hold harmless the District and its insurance provider for any such claims lawsuits or accusations that occurred prior to the Commencement Date.

13. MISCELLANEOUS

13.1. **Other Cooperative Agreements.** Nothing in this Agreement shall preclude the City and the District from entering into contracts for service in support of this Agreement.

13.2. **Public Duty Doctrine.** This Agreement shall not be construed to provide any benefits to any third parties. Specifically, and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine. The City and the District shall cooperate in good faith and execute such documents as necessary to effectuate the purposes and intent of this Agreement.

13.3. **Further Assurances.** In addition to the specific actions described herein, the Parties agree to take such other actions, (e.g., payroll, records transfer and employee benefit coordination) and to reasonably cooperate with each other to effectuate this Agreement.

13.4. **Non-Waiver of Breach.** The failure of either Party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.

13.5. **Resolution of Disputes and Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference, or claim arising from the Parties' performance of this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall only be by filing suit exclusively under the venue, rules, and jurisdiction of the Yakima County Superior Court, Yakima County, Washington, unless the Parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit arising from the Parties' performance of this Agreement, each Party shall pay all its own legal costs and attorneys' fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the Parties' right to indemnification under this Agreement.

13.6. **Assignment.** Any assignment of this Agreement by either Party without the prior written consent of the non-assigning Party shall be void. If the non-assigning Party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

13.7. **Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each Party and subject to ratification by the legislative body of each Party.

13.8. **Compliance with Laws.** Each Party agrees to comply with all local, federal, and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.

13.9. **Entire Agreement.** The written terms and provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each Party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the Exhibits are hereby made part of this Agreement.

13.10. **Severability.** If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

13.11. **Interpretation.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

13.12. **Notice.** All communications regarding this Agreement shall be sent to the Parties at the following addresses unless notified to the contrary:

City:

City of Toppenish
Attn: City Manager
Toppenish City Hall
21 W 1st Ave.
Toppenish, WA 98948

District:

Yakima County Fire District 5
Attn: Chief
717 1st Ave
PO Box 447
Zillah, WA 98953

Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

13.13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective the date of the last authorized signature below.

CITY OF TOPPENISH

YAKIMA COUNTY FIRE DISTRICT NO 5

Dan Ford, City Manager

Date: _____



Ken Shipman, Fire Chief

Date: 6-2-2026

EXHIBIT A
BILL OF SALE

KNOWN ALL MEN BY THESE PRESENTS: That, for good and valuable consideration, the **CITY OF TOPPENISH (the "CITY")**, does hereby convey, grant, bargain, sell, assign, and transfer to **YAKIMA COUNTY FIRE DISTRICT NO. 5 (the "DISTRICT")**, any and all personal property associated with the City fire department located in, on or within the building or premises of the Fire Station conveyed to the District in the Quit Claim Deed per Exhibit D hereinbelow as of the effective date of the Interlocal Agreement for Fire And Emergency Medical Services to which this Exhibit is attached, except vehicles, apparatus, and other property as its relates to the City Council for the City and staff. In light of the significant number of individual items associated with the City fire department and the administrative burden of inventorying the same, a comprehensive itemization is not included with this Master Bill of Sale.

Any such assets are conveyed to the District "as is" and "where is" without any warranty of fitness or merchantability express or implied.

The City hereby warrants that it has good and legal title to said assets and that the above assets are sold free and clear of all liens, security interests, and encumbrances of any kind and nature. The City further warrants that it will defend the District against all claims of superior title.

IN WITNESS WHEREOF, the City and the District have hereunto set their signatures, hand and seal this ___ day of _____, 2026.

CITY OF TOPPENISH

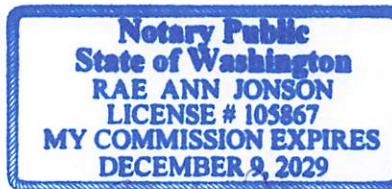
Print Name: _____
Its: _____
DATE: _____

ACCEPTED BY:

YAKIMA COUNTY FIRE DISTRICT NO. 5

Ken Shipman

Print Name: Ken Shipman
Its: Fire chief
6-2-2026



*RaeAnn Jonson 6/3/26
Residing at Sunnyside, WA*

EXHIBIT B

BILL OF SALE

KNOWN ALL MEN BY THESE PRESENTS: That, for good and valuable consideration, the **CITY OF TOPPENISH (the "CITY")**, does hereby convey, grant, bargain, sell, assign, and transfer to **YAKIMA COUNTY FIRE DISTRICT NO. 5 (the "DISTRICT")**, apparatus identified in **Exhibit 1**.

These assets are conveyed to the District "as is" and "where is" without any warranty of fitness or merchantability, express or implied.

The City hereby warrants that it has good and legal title to said assets and that the above assets are sold free and clear of all liens, security interests, and encumbrances of any kind and nature. The City further warrants that it will defend the District against all claims of superior title.

IN WITNESS WHEREOF, the City and the District have hereunto set their signatures, hand and seal this ____ day of _____, 2026.

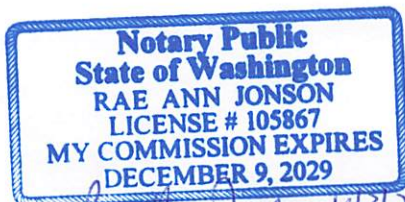
CITY OF TOPPENISH

Print Name: _____
Its: _____
DATE: _____

ACCEPTED BY:

YAKIMA COUNTY FIRE DISTRICT NO. 5

Ken Shipman Ken Shipman
Print Name: Ken Shipman
Its: Fire Chief
6-2-2026



Rae Ann Jonson 6/3/26
Residing at Sunnyside, WA

EXHIBIT 1
APPARATUS

1. 2023 Spartan Metrostar - Class I Pumper, VIN: 4S9BDEUA2PB559597
2. 2023 Spartan Gladiator - 107' Aerial, VIN: 4S9AEFXB4PS559409
3. 2024 Ford F-150, VIN: 1FTFW1P81RKE39123

EXHIBIT C

TEXT OF QUIT CLAIM DEED – CITY STATION TO DISTRICT

(To Be in Substantial Conformity with the Following:)

After recording, return to:
Toppenish City Clerk
Toppenish City Hall
21 West 1st Avenue
Toppenish, WA 98948

QUIT CLAIM DEED

GRANTOR: CITY OF TOPPENISH

GRANTEE: YAKIMA COUNTY FIRE PROTECTION DISTRICT NUMBER 5

CONVEYED/BENEFITED PROPERTY: PTN NE ¼ SEC 9 TWP 10 N RGE 20 EWM S of S Ln W 2ND Av, N of N Ln W 3rd Av, W of W Ln Bolin Dr, E of E Ln Hwy #8, Com Int S ROW W 2nd Av and W Bolin Dr, Th S 89°29'16" W along S ROW 341.00 ft to the PoB, Th S 0°23'33" E 170.00 ft, Th S 89°29'16" W 152 ft, Th N 0°23'33" W 170.00 ft to S ROW of W 2nd Av, Th N 89°29'16" E along ROW Ln said ROW 152.00 ft to PoB.

Formerly a Portion of Tax Parcel No. 201009-11030

The Grantor, City of Toppenish, a municipal corporation of the State of Washington, for and in the consideration of the execution of the Interlocal Agreement for Fire and Emergency Medical Services entered into by in between the Grantor and the Grantee, the sufficiency of which consideration is hereby acknowledged, does hereby convey and quit claim to the Grantee, Yakima County Fire Protection District Number 5, a political subdivision of the State of Washington, all interest in the below described real property.

That portion of the Northeast Quarter of the Northeast Quarter of Section 9, Township 10 North, Range 20, E.W.M., lying South of the South line of W. 2nd Ave. and North of the North line of W. 3rd Ave. and West of the West line of Bolin Drive as said streets existed November 8, 1971, in Toppenish, Washington, and East of the East of Primary State Highway No. 8, described as follows:

Commencing at the intersection of the South right-of-way line of West Second Avenue and the West right-of-way line of Bolin Drive; Thence South 89°29'16" West along said South right-of-way line 341.00 feet to the Point of Beginning; Thence South 0°23'33" East 170.00 feet; Thence South 89°29'16" West 152 feet; Then North 0°23'33" West 170.00 feet to said South right-of-way line of West Second Avenue; Thence North 89°29'16" East along said right-of-way line 152.00 feet to the Point of Beginning.

Situated in Yakima County, Washington,

Dated this _____ day of _____, 2026.

EXHIBIT D

TEXT OF QUIT CLAIM DEED – DISTRICT STATION TO CITY

(To Be in Substantial Conformity with the Following:)

After recording, return to:
Yakima County Fire District 5
Attn: Chief
717 1st Ave
PO Box 447
Zillah, WA 98953

QUIT CLAIM DEED

GRANTOR: YAKIMA COUNTY FIRE PROTECTION DISTRICT NUMBER 5
GRANTEE: CITY OF TOPPENISH
CONVEYED/BENEFITED PROPERTY: PTN LT 6, BL 27, MOUNTAIN VIEW ADD TO
TOPPENISH: BEG SE COR BLK 6, TH N 0°38'29" E 200 FT, TH N 89°21'31" W 209.69 FT, TH S
45°42'53 E 289.78 FT TO BEG
TAX PARCEL NO. 201004-41531

The Grantor, Yakima County Fire Protection District Number 5, a political subdivision of the State of Washington, for and in the consideration of the execution of the Interlocal Agreement for Fire and Emergency Medical Services entered into by in between the Grantor and the Grantee, the sufficiency of which consideration is hereby acknowledged, does hereby convey and quit claim to the Grantee, City of Toppenish, a municipal corporation of the State of Washington, all interest in the below described real property.

That portion of Lot 6, Block 27, MOUNTAIN VIEW, ADDITION TO TOPPENISH, described as follows: Commencing at the most Southerly corner of said Lot 6; Thence North 0°38'29" East along the east line of said Lot 6 a distance of 200.00 feet; thence at right angles, North 89°21'31" West 209.69 feet to the Easterly right-of-way line of Wappenish Road; thence South 45°42'53" East along said Easterly right-of-way line 289.78 feet to the point of beginning.

TOGETHER WITH the appurtenances and water rights thereunto belonging.

SUBJECT TO exceptions and reservations in former conveyances, and easement and rights of way over and across said premises for irrigation, drainage, and public utility purposes.

INCLUDING an easement for the placement and maintenance of sewer lines to provide access to existing sewer lines lying 250 feet more or less from the East line of the parcel as described in Volume 1119 Page 2427, records of Yakima County.

Situated in Yakima County, Washington,

