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1. Regular Session Call to Order

Pledge of Allegiance, Roll Call, and Welcome

2. Approve Agenda

3. Public Comment

The City Council welcomes public attendance at Council meetings. This meeting is for the conduct of regular City business. With very few exceptions, RCW 42.17A.555 prohibits government agencies from allowing the use of public facilities, directly or indirectly, for campaign purposes. At this time, citizen comments and inquiries about agenda business or general City matters are encouraged. If you wish to address the City Council, please stand or raise a hand so you can be called upon. After you are recognized, please come forward to the lectern and state your name for the public record. Your remarks must be limited to three minutes or less. Please use the microphone.

4. Consent Agenda

All matters on the consent agenda have been provided to each Councilmember for review and are considered to be routine or have been previously discussed and will be adopted by one motion and vote without discussion. However, if a Councilmember desires, any item on this agenda will be discussed before any action is taken on it.

- a. Approve Minutes of the May 26, 2026, Regular Meeting.
- b. Approve Minutes of the June 1, 2026, Study Session.
- c. Approve Payroll Checks and Bank Drafts as listed in the attached register in the total amount of \$189,355.70 dated June 5, 2026.
- d. Approve Claims Checks and Bank Drafts as listed in the attached register in the total amount of \$303,584.92 dated June 8, 2026.

5. Public Hearing

- a. AB 26-46: Public Hearing Regarding Amending and Adopting the Six-Year Transportation Improvement Plan for the Years 2027 through 2032: Presentation by Director of Community Infrastructure and Development Andrew Hattori.

6. New Business

- a. AB 26-47: [Proposed] Resolution No. 2026-21, Approve Adoption for 2027-2032 Six-Year Transportation Improvement Plan.
- b. AB 26-48: [Proposed] Resolution No. 2026-22, Approve Interlocal Agreement with Yakima County Fire District No. 5 for fire and emergency medical services.
- c. AB 26-49: Elmwood Cemetery - Senior Staff Clean-up Efforts.

7. Council Meeting Reports and Community Announcements

8. Adjournment

Next Council Meeting Will Be Held on June 22, 2026.

City Council meetings are accessible to persons with disabilities. For individuals who may require special accommodations, please contact City Hall at (509) 865-6754, 24 hours in advance.

TOPPENISH CITY COUNCIL
Regular Meeting Minutes
May 26, 2026

Mayor Saavedra called the meeting to order at 7:00 p.m.

ROLL CALL

Attendees: Mayor Elpidia Saavedra, Mayor Pro Tem George Garcia, and Councilmembers Laura Canfield, Naila Prieto Duval, Josh Garza, Ricardo Gutierrez, and Cristian Sanchez.

Staff: City Manager Dan Ford, City Attorney Daniel B. Heid, Assistant City Manager Adam Vaughn, Public Safety Director Joseph Mehline, Director of Community Infrastructure and Development Andrew Hattori, Accounting Manager Yeni Salcedo, Information Technologies Services Manager Van Donley, City Clerk Heidi Riojas (CC Riojas), and Communications Manager Sean Davido.

CC Riojas conducted roll call for each City Councilmember to respond to their attendance at the meeting. Mayor Saavedra, Mayor Pro Tem Garcia and Councilmembers Canfield, Prieto Duval, Garza, Gutierrez, and Sanchez, responded during roll call.

APPROVE AGENDA

Councilmember Sanchez moved, seconded by Councilmember Garza to approve the May 26, 2026, Agenda, as amended. Motion carried unanimously.

PUBLIC COMMENT

The City Council received no comments from the public during the meeting.

CONSENT AGENDA

Councilmember Sanchez moved, seconded by Councilmember Canfield to approve Consent Agenda items a through c:

- a. Approve Minutes of the May 11, 2026, Regular Meeting.
- b. Approve Payroll Checks and Bank Drafts as listed in the attached register in the total amount of \$307,043.53 dated May 22, 2026.
- c. Approve Claims Checks and Bank Drafts as listed in the attached register in the total amount of \$922,269.84 dated May 26, 2026.

Motion carried unanimously.

NEW BUSINESS

Resolution No. 2026-19: A Resolution of the City of Toppenish, Washington, Approving HydroCorp Contract for Cross Connection Control Program Implementation Services.

Councilmember Prieto Duval moved, seconded by Mayor Pro Tem Garcia to approve Resolution No. 2026-19. Motion carried unanimously.

Resolution No. 2026-20: A Resolution Authorizing Approval of the 2025 City of Toppenish Annual Financial Report.

Councilmember Sanchez moved, seconded by Councilmember Garza to approve Resolution No. 2026-20. Motion carried unanimously.

COUNCIL MEETING REPORTS/COMMUNITY ANNOUNCEMENTS

The City Councilmembers provided reports of their activities since the last meeting and community announcements.

ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 7:13 p.m.

ELPIDIA SAAVEDRA, MAYOR

HEIDI RIOJAS, CMC, CITY CLERK

TOPPENISH CITY COUNCIL
Study Session Minutes
June 1, 2026

CALL TO ORDER

Mayor Saavedra called the meeting to order at 5:00 p.m.

ROLL CALL

Attendees: Mayor Elpidia Saavedra, Mayor Pro Tem George Garcia, and Councilmembers Laura Canfield, Naila Prieto Duval, Josh Garza, Ricardo Gutierrez, and Cristian Sanchez.

Staff: City Manager Dan Ford (CM Ford), City Attorney Daniel Heid, Assistant City Manager Adam Vaughn (ACM Vaughn), Public Safety Director Joseph Mehline, Director of Community Infrastructure and Development Andrew Hattori, Deputy Fire Chief Dale Northrup, Firefighter Trevor Oswalt, Firefighter KC Frazier, Firefighter Eric Ihnen, Information Technology Services Manager Van Donley, Executive Assistant to the City Manager Elvia Cisneros, City Clerk Heidi Riojas (CC Riojas), and Communications Manager Sean Davido.

CC Riojas conducted roll call for each City Councilmember to respond to their attendance at the meeting. Mayor Saavedra, Mayor Pro Tem Garcia, and Councilmembers Canfield, Prieto Duval, Garza, Gutierrez, and Sanchez, responded during roll call.

APPROVE AGENDA

Councilmember Sanchez moved, seconded by Councilmember Canfield to approve the May 4, 2026, Agenda. Motion carried unanimously.

PUBLIC COMMENTS UPDATE

CM Ford updated Council on the public comments received in May 2026. He provided an update on the cemetery clean-up efforts that Sean Davido will present at the next meeting.

PUBLIC COMMENT

The City Council received no comments from the public during the meeting.

NEW BUSINESS

Receive Update on Fire District Contract.

ACM Vaughn updated the Council on negotiations with Yakima County Fire District No. 5 since his last report at the March 2, 2026, Study Session. He reviewed staff's efforts

over the past two years to identify a sustainable long-term solution for fire and emergency medical services, including evaluating the formation of a regional fire authority. Those efforts did not advance because other agencies were unwilling to commit to participation.

ACM Vaughn also noted that staff met individually with each Councilmember to discuss the proposed agreement and answer questions. He acknowledged the difficult decisions the Council has made to address the City's \$2.25 million budget deficit while maintaining essential services.

Under the proposed agreement, the City would contract with the District for fire and emergency medical services at an annual cost of \$848,800. The contract rate would be adjusted annually based on the Consumer Price Index (CPI), with increases capped at 3% per year.

The agreement also includes a property exchange. The fire station on Buena Way would transfer to City ownership, while the fire station at 514 West 2nd Avenue and the apparatus identified in Exhibit 1 would transfer to the District.

As part of the transaction, the District would pay the City \$750,000 for the apparatus, which would remain in service and continue responding to emergencies in the community. During the three-year agreement term, the District would have the option to pursue annexation, allowing voters to determine the future of fire and emergency medical service delivery.

The proposed partnership would expand access to personnel and resources through a larger emergency response organization while supporting the long-term sustainability of fire and emergency medical services.

Staff will present the proposed agreement for Council consideration and action at the next meeting.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 5:48 p.m.

ELPIDIA SAAVEDRA, MAYOR

HEIDI RIOJAS, CMC, CITY CLERK

Payroll Check Register

Payroll for Period: 5/16-5/31, 2026

Description	Payment Type	Payment Number	Amount
ACH Payroll 5/16-5/31, 2026	Bank Draft	ACH Payroll	\$121,445.78
Washington Teamsters Welfare Trust	Regular	Void 38984	(\$1,926.40)
Washington Teamsters Welfare Trust	Regular	39035	\$1,775.04
Benefits Only	Regular	39036-39040	\$0.00
City of Toppenish - Longevity	Regular	39041	\$295.00
Toppenish Police Officer Association	Regular	39042	\$808.50
Treasurer IAFF #2328	Regular	39043	\$244.50
United Way of Yakima Co.	Regular	39044	\$3.00
Aflac (EFT)	Bank Draft	DFT0000373	\$64.29
Aflac (EFT)	Bank Draft	DFT0000374	\$131.73
MissionSquare (EFT)	Bank Draft	DFT0000375	\$5,232.87
Nationwide Retirement Solutions (EFT)	Bank Draft	DFT0000376	\$1,516.17
Dept of Retirement Systems	Bank Draft	DFT0000377	\$20,890.45
Internal Revenue Service	Bank Draft	DFT0000378	\$38,874.77
Grand Total			\$189,355.70

Payroll Checks

Payroll Checks 39035-39044, Electronic Transfers DFT0000373-DFT0000378, and Void Check 38984.

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Toppenish, and that I am authorized to authenticate and certify to said claim.

Adam Vaughn, Finance Director

June 4, 2026

Date

AP Check Register

June 1st Council Period

Description	Payment Type	Payment Number	Amount
Washington State Treasurer	Regular	39034	\$6,190.81
Alba Enterprises	Regular	39045	\$140.00
All-Phase Electric, Inc.	Regular	39046	\$5,639.53
Amazon Capital Services	Regular	39047	\$907.56
Anatek Labs, Inc.	Regular	39048	\$420.00
Astria Toppenish Hospital	Regular	39049	\$800.14
Auto Zone	Regular	39050	\$187.35
Capitol Path Consulting LLC	Regular	39051	\$5,000.00
Cascade Fire Protection Co.	Regular	39052	\$1,060.00
Cascade Natural Gas Corp.	Regular	39053	\$45.69
CenturyLink	Regular	39054	\$857.70
CenturyLink - Lumen	Regular	39055	\$1,626.47
Charter Communications	Regular	39056	\$893.54
Cintas Corporation #605	Regular	39057	\$182.36
City of Sunnyside - Finance Dept.	Regular	39058	\$38,255.67
City of Toppenish	Regular	39059	\$13,620.59
CivicPlus	Regular	39060	\$5,230.89
Coastal Farm and Home Supply	Regular	39061	\$247.38
Corporate Billing, LLC	Regular	39062	\$5,303.55
Curtis Blue Line	Regular	39063	\$22.48
Dan Ford	Regular	39064	\$69.68
Dell Marketing L.P.	Regular	39065	\$5,583.18
Department of Enterprise Services	Regular	39066	\$1,310.43
Department of Licensing	Regular	39067	\$39.00
DeVries Business Records Management, Inc.	Regular	39068	\$64.00
Dooley Enterprises, Inc.	Regular	39069	\$13,788.39
EarthCam, Inc.	Regular	39070	\$375.00
Elwood Staffing Services, Inc.	Regular	39071	\$4,241.90
ESO Solutions, Inc.	Regular	39072	\$557.74
First American Title Insurance Company	Regular	39073	\$8.40
GMP Consultants LLC	Regular	39074	\$343.75
Good To Go!	Regular	39075	\$18.00
Hach Company	Regular	39076	\$255.59
Howard's Tire Factory Inc	Regular	39077	\$2,384.81
HSI Emergency Care Solutions, Inc	Regular	39078	\$165.00
Ideal Lumber & Hardware, Inc.	Regular	39079	\$711.27
Intermountain Cleaning Service, Inc.	Regular	39080	\$570.74
Inc.	Regular	39081	\$65.00
Irene Flores	Regular	39082	\$71.50
James Andrews	Regular	39083	\$3,000.00
Joaquin Padilla	Regular	39084	\$171.00
Lab Test	Regular	39085	\$705.00
LEAF Capital Funding LLC	Regular	39086	\$1,262.84
Maria S Adame	Regular	39087	\$3.45
Mehline, Joseph	Regular	39088	\$6.00
Mid-American Research Chemical	Regular	39089	\$336.31
Moon Security Service, Inc.	Regular	39090	\$165.38
N-able Technologies LTD	Regular	39091	\$52.82
Natural Selection Farms, Inc.	Regular	39092	\$31,844.57
Noe & Karina Carrillo	Regular	39093	\$40.00

ODP Business Solutions, LLC	Regular	39094	\$44.71
One Call Concepts, Inc.	Regular	39095	\$100.08
O'Reilly Auto Parts	Regular	39096	\$398.36
Pacific Power & Light Co.	Regular	39097	\$33,619.74
Pitney Bowes Global Financial Services	Regular	39098	\$507.01
Randall + Hurley, Inc.	Regular	39099	\$2,600.00
Rathbun Iron Works, Inc.	Regular	39100	\$89.80
RH2 Engineering, Inc.	Regular	39101	\$2,884.24
Rodda Paint Co.	Regular	39102	\$1,300.37
S3 Spray Service	Regular	39103	\$1,786.95
Schreiner Title Company	Regular	39104	\$21.03
SCI DOOR	Regular	39105	\$1,255.12
Securitas Technology Corporation	Regular	39106	\$715.91
SHC Medical Center Toppenish	Regular	39107	\$514.15
Solid Waste Division	Regular	39108	\$14,032.65
Sunnyside Sun Media LLC	Regular	39109	\$630.00
SymbolArts LLC	Regular	39110	\$924.34
The Print Guys	Regular	39111	\$902.25
Inc.	Regular	39112	\$135.38
True North Equipment	Regular	39113	\$433.20
Tyler Technologies Inc.	Regular	39114	\$649.80
U.S. Bank Corporate Payment Systems	Regular	39115	\$8,657.85
Valley Wide Cooperative, Inc.	Regular	39116	\$3,020.00
Vanderhoof, Zachary	Regular	39117	\$379.00
VESTIS	Regular	39118	\$32.48
Washington State Treasurer	Regular	39119	\$3,825.33
Workhub Software Inc.	Regular	39120	\$39.48
Yakima County Financial Services	Regular	39121	\$626.74
Yakima County Fire District 5	Regular	39122	\$3,769.46
Yakima County Treasurer	Regular	39123	\$75.54
Yakima Herald Republic	Regular	39124	\$127.50
Yakima Humane Society	Regular	39125	\$1,000.00
Yakima Tent and Awning Co. LTD	Regular	39126	\$781.20
Yakima Waste Systems, Inc.	Regular	39127	\$58,430.13
N-able Technologies LTD	Regular	NR100510	-\$105.33
ODP Business Solutions, LLC	Regular	NR100542	-\$90.88
GMP Consultants LLC	Regular	NR38933	-\$343.75
One Call Concepts, Inc.	Regular	NR99280	-\$40.95
Heidi, Riojas	Regular	NR98132	-\$62.19
Joseph, Mehline	Regular	NR96398	-\$6.00
Joaquin, Padilla	Regular	NR94428	-\$171.00
Zachary, Vanderhoof	Regular	NR99856	-\$261.00
Zachary, Vanderhoof	Regular	NR98637	-\$118.00
First American Title Insurance Company	Regular	NR96852	-\$8.40
Schreiner Title Company	Regular	NR99215	-\$21.03
Washington State Treasurer	Regular	NR91405	-\$6,190.81
USDA RD DCFO Loan (EFT)	Regular	DFT0000372	\$11,852.00
Grand Total			\$303,584.92

Account Payable Checks

Accounts Payable Checks 39034 and 39045-39127 and Voided Checks NR100510, NR100542, NR38933, NR99280, NR98132, NR96398, NR94428, NR99856, NR98637, NR96852, NR99215, and NR91405 and Electronic Transfers DFT0000371

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Toppenish, and that I am authorized to authenticate and certify to said claim.



Adam Vaughn, Finance Director

6/5/2026

Date

Meeting Date: June 8, 2026

Subject: AB 26-46: Public Hearing Regarding Amending and Adopting the Six-Year Transportation Improvement Plan for the Years 2027 through 2032: Presentation by Director of Community Infrastructure and Development Andrew Hattori.

Attachments:

1. TIP 2027-2032 Summary Table
2. MAP - TIP 2027-2032 Project Map-2027-32 TIP Map
3. PP - 2027-2032_TIP_Presentation 8 June 2026_

Presented By: Andrew Hattori, Director of Community Infrastructure and Development

Approved for Dan Ford, City Manager

Agenda By:

Discussion:

This public hearing is for the adoption of the City of Toppenish 2027–2032 Transportation Improvement Program (TIP).

Washington State law (RCW 35.77.010) requires all cities, towns, and counties to adopt a six-year Transportation Improvement Program (TIP) annually. Adoption of the TIP must be conducted through a public hearing to provide an opportunity for public review and comment. The TIP is a critical planning and budgeting tool that outlines the City's planned transportation projects over a six-year period. It ensures alignment with long-term goals, incorporates public input, and supports eligibility for state and federal funding. The TIP prioritizes infrastructure investments, facilitates coordination with regional and state agencies, and demonstrates fiscal responsibility, transparency, and the City's readiness to implement improvements to roads, sidewalks, and other transportation systems.

The proposed 2027–2032 TIP includes the City's planned transportation projects for the six-year period. All projects have been reviewed and updated to reflect current needs, priorities, and cost estimates based on current market conditions. Following public input, the Council may close the public hearing and proceed with consideration of adoption of the 2027–2032 TIP by resolution.

Fiscal Impact:

N/A

Recommendation:

N/A

Alternatives:

2027–2032 Transportation Improvement Program

City of Toppenish Public Hearing Presentation

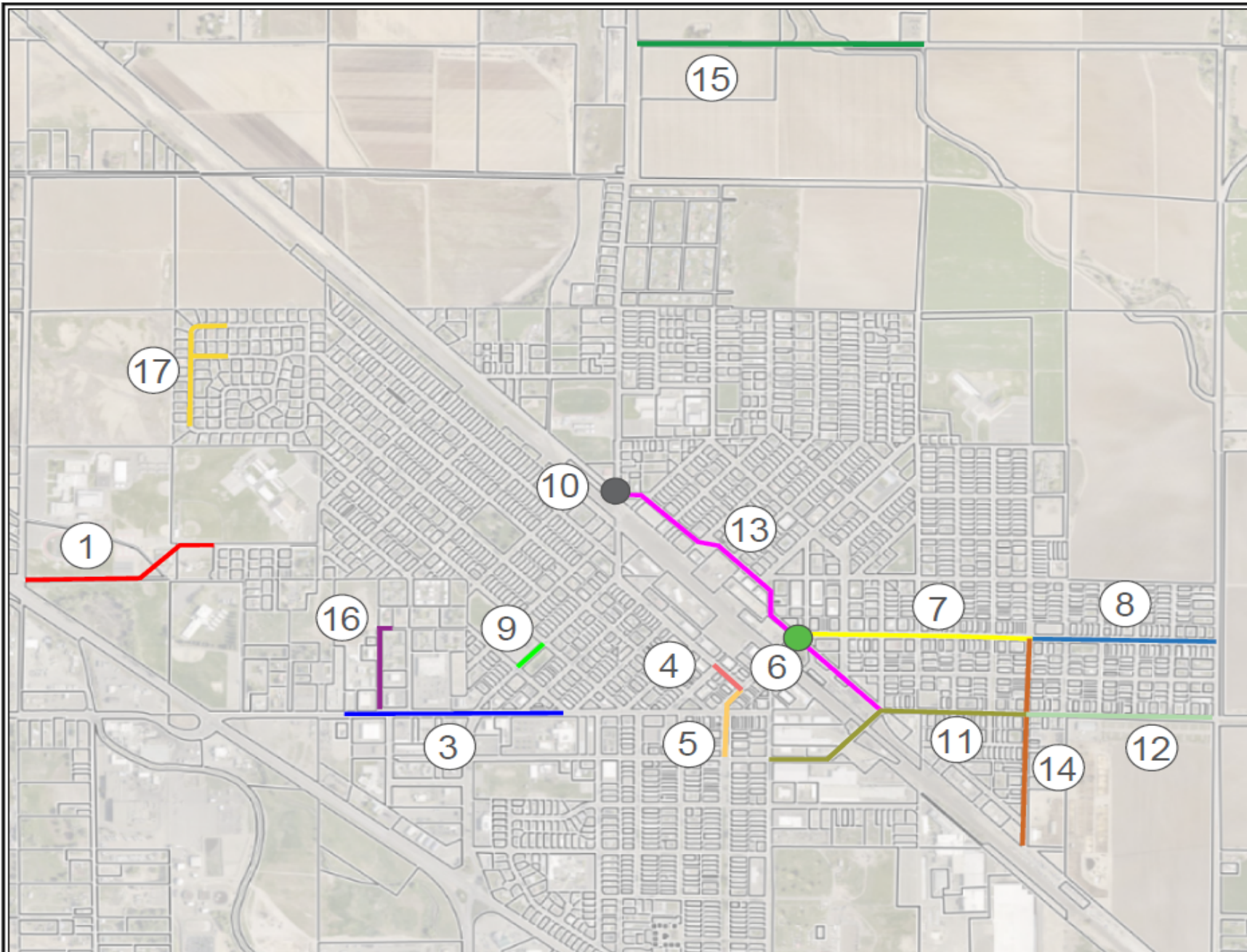
June 8, 2026

Purpose and Overview

- Comply with RCW 35.77.010 to adopt and update a 6-Year TIP annually
- Ensure continued eligibility for state and federal transportation funding
- Facilitate planning, coordination, and prioritization of capital projects
- Reflect public input and long-term community goals

Action Items

- Adoption of the 2027-2032 TIP
 - 17 Project total
 - 16 Transportation
 - Jackson Extension – Funded & Active
 - W 1st Avenue Safety Imp – Funded & Active
 - Buena Way Safety Imp – SRTS Application submitted
 - King and Rentschler & Berger Lane are local improvement project – no direct cost to City
 - 1 Equipment
 - Electric Street Sweeper – Funded & Potentially purchased this year (2026).



ID	Project Name
1	Jackson Street Extension
2	Street Sweeper Equipment Procurement
3	W First Ave Pedestrian Safety Imp
4	Washington Ave Safety Imp
5	S Toppenish Ave Imp
6	Asotin Avenue Roundabout
7	E Toppenish Ave Imp - Phase 1
8	E Toppenish Ave Imp - Phase 2
9	Buena Way Safety Imp
10	Asotin Ave and SR 22 Intersection Imp
11	Second and First Ave Imp
12	1st Ave Imp
13	Asotin Ave Imp
14	G St Imp
15	Fraley Rd Improvement
16	King and Rentschler Local Imp District
17	Berger Lane Local Imp District



Questions?

Meeting Date: June 8, 2026

Subject: AB 26-47: [Proposed] Resolution No. 2026-21, Approve Adoption for 2027-2032 Six-Year Transportation Improvement Plan.

Attachments:

1. RES - 2027-2032 Six-Year TIP Adoption
2. TIP 2027-2032 Summary Table
3. MAP - TIP 2027-2032 Project Map-2027-32 TIP Map

Presented By: Andrew Hattori, Director of Community Infrastructure and Development

Approved for Dan Ford, City Manager

Agenda By:

Discussion:

Washington State law (RCW 35.77.010) requires all cities, towns, and counties to adopt a six-year Transportation Improvement Program (TIP) annually. Adoption of the TIP must be conducted through a public hearing to provide an opportunity for public review and comment. The TIP is a critical planning and budgeting tool that outlines the City's planned transportation projects over a six-year period. It ensures alignment with long-term goals, incorporates public input, and supports eligibility for state and federal funding. The TIP prioritizes infrastructure investments, facilitates coordination with regional and state agencies, and demonstrates fiscal responsibility, transparency, and the City's readiness to implement improvements to roads, sidewalks, and other transportation systems.

The proposed 2027–2032 TIP includes the City's planned transportation projects for the six-year period. All projects have been reviewed and updated to reflect current needs, priorities, and cost estimates based on current market conditions.

Fiscal Impact:

None. Adoption of the TIP does not, by itself, create a fiscal commitment or obligate funding for any specific project.

Recommendation:

Approve Resolution No. 2026-21 adopting the 2027-2032 Transportation Improvement Program updates.

Alternatives:

RESOLUTION NO. 2026-21

**A RESOLUTION APPROVING THE ADOPTION OF THE 2027-2032
TRANSPORTATION IMPROVEMENT PROGRAM, AND ESTABLISH
AN EFFECTIVE DATE**

WHEREAS the City of Toppenish is required by RCW 35.77.010 to annually develop and adopt a six-year Transportation Improvement Program (TIP) that identifies planned transportation projects and improvements; and

WHEREAS the 2027–2032 TIP is a planning and financial tool that helps the City prioritize and coordinate transportation projects, support grant applications, and ensure consistency with regional and state transportation planning efforts; and

WHEREAS projects included in the TIP are evaluated based on community needs, funding availability, safety, maintenance priorities, and alignment with the City’s Comprehensive Plan and long-term transportation goals; and

WHEREAS the City of Toppenish provided notice and held a duly advertised public hearing on June 8, 2026, to present and receive public input on the proposed 2027–2032 TIP; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON AS FOLLOWS:

Section 1.

- a. The 2027–2032 Transportation Improvement Program for the City of Toppenish is hereby adopted as presented.
- b. The City Manager or designee is authorized, on behalf of the City, to transmit the adopted TIP to the Washington State Department of Transportation (WSDOT), the Yakima Valley Conference of Governments (YVCOG), and other appropriate agencies as required.

Section 2. Corrections: The City Clerk is authorized to make necessary corrections to this Resolution including, but not limited to, the correction of scrivener’s/clerical errors, references, Resolution numbering, section/subsection numbering and any references thereto..

Section 3. Effective Date: This Resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council at its regular meeting held on June 8, 2026.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

Meeting Date: June 8, 2026

Subject: AB 26-48: [Proposed] Resolution No. 2026-22, Approve Interlocal Agreement with Yakima County Fire District No. 5 for fire and emergency medical services.

Attachments: 1. Resolution No. 2026-22 ILA with YCFD 5
2. ILA for Fire and EMS Services - final 6-8-26

Presented By: Adam Vaughn, Assistant City Manager/Finance Director

Approved for Dan Ford, City Manager

Agenda By:

Discussion:

As the City Council will recall from budget analysis reports presented over the past couple of years, the City found itself in the throes of a very serious budgetary dilemma. Going back, unfortunately, prior to the tenure of the current administrative staff, the City's financial status was on a collision course that, if not corrected, would result in a bankrupt City by the end of the current year.

Administrative staff, and the City Council, have worked very hard to curb the financial difficulties, taking steps like closing the City's municipal pool. However, the closure of the pool, while necessary for the economic and budgetary needs, does not go far enough to give the City future financial viability.

The City also looked at the significant costs of all municipal operations, and, unfortunately, one of the areas where increased costs are growing is in the Fire Department. In addition to the otherwise high costs of a fire department for the City, the state is imposing increased operational requirements for municipal fire departments that would, if applied to the City of Toppenish, in and of themselves, drive the City into bankruptcy.

Because of these issues, administrative staff has worked hard with other area fire agencies to explore options, including a Regional Fire Authority and contracting for or annexing to an existing fire district.

Out of these efforts, the City has received cooperation from the Yakima County Fire Protection District Number 5 for a strategy that would give the City of Toppenish fire protection services and would address those increased costs in a way that would forestall bankruptcy and go a long way toward alleviating the City's financial challenges.

There are – and will be – things that the City will need to continue doing in the future to address budgetary issues, but the proposed Agreement will provide for continued fire protection for the City and will protect the City from having to cover the significant costs

of the State's future - unfunded - fire service mandates.

It should also be noted that the City's Fire Department personnel are supportive of this proposed strategy.

During the March 2, 2026, meeting, staff provided the Council with an update regarding negotiations with Yakima County Fire District No. 5 for the continued provision of fire services within the City of Toppenish. Since that time, staff has met individually with each Council member to review the specific terms and operational details of the proposed agreement.

Over the past three months, City staff and District representatives have participated in numerous meetings and discussions to finalize terms that are acceptable to both parties while maintaining and enhancing fire and emergency response services through increased staffing and response capacity for the protection of both personnel and the community.

Again, this proposed agreement is being considered in light of the significant fiscal challenges currently facing the City, including extreme budget constraints, escalating operational costs, and increasing unfunded mandates imposed on local governments. The agreement is intended to provide a sustainable and fiscally responsible approach to maintaining essential emergency services while improving and preserving service levels for the community.

Enclosed for City Council's consideration is the proposed Interlocal Agreement (ILA), which includes Quit Claim Deed and Bill of Sale documents. Staff recommends that the Council approval of the proposed agreement with Yakima County Fire District No. 5 for fire and emergency medical services.

Fiscal Impact:

Recommendation:

Approve Resolution No. 2026-22, Authorizing the City Manager to Sign Interlocal Agreement with Yakima County Fire District No. 5 for fire and emergency medical services.

Alternatives:

RESOLUTION NO. 2026-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON, APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF TOPPENISH AND THE YAKIMA COUNTY FIRE PROTECTION DISTRICT, NUMBER FIVE FOR FIRE AND EMERGENCY SERVICES

WHEREAS, over the last few years, the City of Toppenish has experienced significant financial challenges involving an extremely troubling budgetary process where the City's revenue is insufficient to meet past operational needs, forcing the City to make tough decisions, such as closing the City's municipal pool, looking for options to streamline processes and save money, and

WHEREAS, these efforts have not been successful, in and of themselves, to alleviate the budgetary constraints facing the City of Toppenish, and

WHEREAS, one of the larger departments in the City, the Fire Department, which department has typically expended upwards of \$1.2 million per year for department operations, and

WHEREAS, to try to get the City budget under control, the City has explored with Yakima County Fire Protection District Number 5 the opportunity to contract with the Fire District for fire protection services at an annual rate significantly less than the current \$1.2 million amount, and

WHEREAS, the Fire District expressed a willingness to work with the City for such a contract with eventual annexation of the City into the Fire District, something that would take voter approval of the citizens of the City, and

WHEREAS, in the meantime - prior to an annexation vote - the City would be contracting with the Fire District for fire protection services, and

WHEREAS, the City and the Fire District have negotiated contract terms such the City selling its existing fire station to the Fire District with the condition that that fire station must be used for fire protection service services, and the Fire District would be selling its Fire Station located in Toppenish to the City with no restrictions on its eventual use by the City, and

WHEREAS, the City is also willing to sell to the Fire District certain items of its fire apparatus, vehicles and equipment, and

WHEREAS, it has been suggested that the price that the City would be receiving for the sale of its fire apparatus and vehicles may be less than it could get on the open market, although that is not certain. But in this regard, the fire apparatus and vehicles would be used for fire protection within the City of Toppenish, and

WHEREAS, further adding to the impetus for this interlocal agreement, it should be noted that the federal National Fire Protection Association (NFPA) 1710 standards mandates a staffing level of 4 firefighters per engine or ladder company. With that, the Occupational Safety and Health Administration (OSHA) wants to make that staffing level an OSHA standard, in which case all fire departments would have to comply with it. Additionally, OSHA already requires compliance with a “2-in, 2-out” rule before interior structural firefighting can begin. Additionally, the state of Washington has its own state occupational safety codes, but they already include a “2-in, 2-out” rule. Accordingly, under current Washington state law, a fire department must have four firefighters before being able to fight an interior structure fire. But the state is pushing to make the “4 firefighters per engine or ladder company” staffing level apply to all fire departments in the state. The International Association of Fire Fighters (IAFF) – the Fire Union is also pushing for this standard. A number of Washington cities have already signed on to this standard. These factors only point to a future where a higher staffing level will likely be required for all departments, at a much-increased cost, and

WHEREAS, even though the City has had a long and valued history of its own fire department, the economic challenges currently facing the City - with a reduced revenue stream and an ever increasing costs of fire department operations, the opportunity to contract with the Fire District, and eventually submit to the voters a proposition to annex to the Fire District, makes good sense, and is a way to address the challenges faced by the City.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY TOPPENISH, WASHINGTON, HEREBY RESOLVES as follows:

Section 1. Approval Of Interlocal Cooperation Agreement (ILA). The Interlocal Agreement between the City of Toppenish and the Yakima County Fire Protection District Number 5, a copy of which is attached hereto, marked as Exhibit “A” and incorporated herein by this reference, is approved, and that the City Manager is authorized to execute the same on behalf of the City of Toppenish.

Section 2. Corrections: The City Clerk is authorized to make necessary corrections to this Resolution including, but not limited to, the correction of scrivener’s/clerical errors, references, Resolution numbering, section/subsection numbering and any references thereto.

Section 3. Effective Date: This Resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council at its regular meeting held on June 8, 2026.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

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

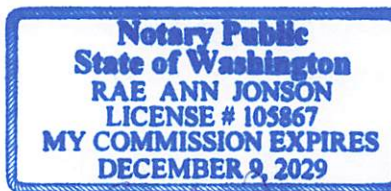
Print Name: _____
Its: _____
DATE: _____

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.

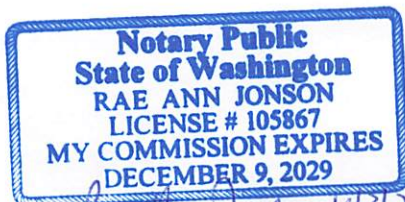
CITY OF TOPPENISH

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,

Meeting Date: June 8, 2026
Subject: AB 26-49: Elmwood Cemetery - Senior Staff Clean-up Efforts.
Attachments: 1. Elmwood Cemetery Clean-up Efforts 2026 Dford
Presented By: Sean Davido, Communications Manager
Approved for Dan Ford, City Manager
Agenda By:

Discussion:

This presentation outlines efforts to address years of under attention at Elmwood Cemetery by shifting organizational culture, improving maintenance practices, and increasing accountability.

Recent actions include targeted clean-up, vegetation removal, headstone accessibility improvements, equipment upgrades, and repairs to damaged infrastructure. Leadership, staff, and community volunteers have all contributed, reinforcing a culture of shared responsibility.

While challenges such as irrigation issues, weed control, aging infrastructure, and limited funding remain, the City is making steady progress and remains committed to sustainable, long-term improvements.

Fiscal Impact:

Ongoing maintenance costs associated with perpetual care will continue to be an issue for the City going forward.

Recommendation:

Alternatives:

Toppenish Elmwood Cemetery Clean-up

The cemetery has faced years of under-attention, highlighting challenges in culture, funding, staffing capacity, and strategic vision that required a shift—and that shift is being implemented.



Action Plan Initiated

- Clearing space around and adjusting headstones to decrease maintenance time has started in section G and planned for other sections.
- Acquisition of needed grounds maintenance equipment for the cemetery are being addressed.



Overgrown Areas Addressed

Culture and misinformation have allowed areas of weeds and debris along the edges of the cemetery property to take over. Culture is being reset and those areas are being addressed.



Repairs and Restoration

Longstanding vandalism and maintenance issues were addressed during the recent clean-up efforts.



Senior Staff Pitches In!

Culture change means we do things differently....

Senior staff wanted to help so “clean-up days” were created so that senior staff could assist Public Works employees in May before Mother’s Day and Memorial Day.



Taking Back the Bank

Assistant City Manager/Finance Director Adam Vaughn and Newly appointed Cemetery Sexton/Communications Manager Sean Davido took on the North bank of the cemetery, clearing the area of a large amount of vegetation and debris that had accumulated over recent years.



Chief “Chopper”

Public Safety Director Joe Mehline made short work of weeds and overgrown grass along fence lines, trees, and headstones.



Attorney at Lawn

City Attorney Dan Heid caught clearing grass clippings and debris off graves in one of the oldest sections of the Toppenish Cemetery.



Needed Repairs

Public Works employee David Gonzalez, last years Employee of the Year, replaces a broken marble cover at the mausoleum with help from City Manager Dan Ford.



Volunteer Service

Community volunteers helped place flags on Veterans gravesites to help with Memorial Day. Tony Riojas pitched in on both clean-up days. Other groups and individuals have expressed interest in volunteering at the cemetery in the future.



Culture Changes and Work Continues

While restricted perpetual care funds and ongoing budget limitations continue to impact cemetery maintenance and capital improvements, a strengthened culture of ownership and focus is resulting in consistent, measurable progress.

Key challenges—including irrigation reliability, weed control, and aging infrastructure—persist, but City management is actively working toward sustainable solutions with an emphasis on long-term stability and avoiding regression.

