

RESOLUTION NO. 2009-05

A RESOLUTION OF THE TOWN OF GARFIELD, WASHINGTON, authorizing the Mayor to execute an interlocal agreement for the joint operation of a fire station between the Town of Garfield and Whitman County Fire District #3.

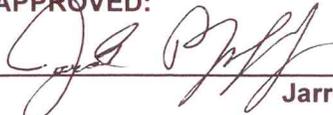
BE IT HEREBY RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GARFIELD, WASHINGTON, that the Mayor is hereby authorized to execute an interlocal agreement substantially in the form of the attached "Interlocal Agreement" for the joint operation of a fire station by and between the Town of Garfield and Whitman County Fire District #3.

PASSED BY THE TOWN COUNCIL THIS 11th DAY OF FEBRUARY, 2009.

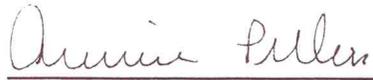
TOWN COUNCIL:

  
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APPROVED:

  
\_\_\_\_\_  
Jarrod Pfaff, Mayor

ATTEST:

  
\_\_\_\_\_  
Annie Pillers, Clerk/Treasurer

# INTERLOCAL AGREEMENT FOR OPERATION OF FIRE STATION

INTERLOCAL AGREEMENT for the joint operation of a fire station by and between:

**TOWN OF GARFIELD**, a municipal corporation of the State of Washington, hereinafter "TOWN,"

and

**WHITMAN COUNTY FIRE PROTECTION DISTRICT NO. 3**, a fire protection district formed under the laws of Washington, hereinafter "DISTRICT."

## PREMISES:

- A. The TOWN and the DISTRICT are authorized under RCW Chapter 39.34 to enter into interlocal agreements for cooperation with respect to any power or authority that each may exercise separately.
- B. The parties have for many years cooperatively operated a fire department from a fire station located in the Town of Garfield to provide fire protection services in their respective jurisdictions. The parties have traditionally shared the costs of operating the fire department, with each party having its own, separate budget for funding its respective share of these costs.
- C. The parties now desire to memorialize their agreements to equally share the costs of operating a fire department from the TOWN's existing fire station which they share.

Now, therefore, in consideration of these premises, and in and for consideration of the benefits to be derived by each party under the terms of this agreement, it is agreed:

1. **Duration**. This agreement shall remain in full force and effect until it is terminated by either party as provided in Section 11, below.

2. **Purpose**. The purpose of this agreement is to memorialize the parties'

agreements to share the cost of operating a fire department from the existing fire station located in the Town of Garfield which they now share.

3. **Fire Station**. The TOWN owns the fire station. The TOWN shall be responsible for the maintenance and upkeep of the station, the use of which shall be shared by the TOWN and the DISTRICT. The TOWN shall also pay the costs of internet service provided to the station, heat and electricity.

4. **Vehicles**. The TOWN presently owns a 1979 International pumper truck, identified as Engine No. 314. The DISTRICT owns a 1990 International NaVaStar Attack/Brush truck (Engine No. 311), a 1993 Ford F800 Pumper/Tender (Engine No. 312), a 1982 International S1800 4x4 Pumper Attack/Brush truck (Engine No. 313), and a 1972 Ford F600 Water Tender (Engine No. 315). The DISTRICT shall be responsible for the maintenance, repair and upkeep of TOWN and DISTRICT vehicles, as well as the cost of all lubricants and fuel used by its vehicles. The TOWN and DISTRICT shall share the use of these vehicles, and each vehicle shall be available for fire and emergency calls within the TOWN and the DISTRICT.

5. **Operations and Training**. The TOWN and DISTRICT shall replace equipment and supplies as needed, the cost of which shall be shared in such proportions as shall be determined and agreed at the time of acquisition. The parties shall equally share the

cost of telephone service for voice, fax, and operation of fire sirens. Likewise, fire fighter training costs and expense shall be shared equally by the parties.

6. **Benefits**. Firefighter benefits shall be shared as follows:

- (a) **Disability**: Each party shall contribute individually to the annual disability payment paid to the Board of Volunteer Firefighters (BVFF).
- (b) **Pension**: The parties shall equally contribute to the annual pension payment paid to the BVFF. The TOWN shall make the payment to the BVFF, and the DISTRICT shall promptly reimburse the TOWN for its share of the payment.
- (c) **Medical Exams**: The DISTRICT shall pay the costs of any medical exams required before a firefighter candidate is placed on the fire department roster as a firefighter.
- (d) **Firefighter Compensation**: Each party shall individually establish and pay to the members of the fire department annual compensation for their services to the department.
- (e) **Fire Chief Compensation**: Each party shall individually establish and pay to the fire chief annual compensation for his or her services to the department.

7. **Financing**. Each party shall be responsible for developing and maintaining its own budget for its share of the costs of operating the fire department.

8. **Administration**. For the purposes of RCW 39.34.030(4)(a), the fire chief elected by the members of the fire department shall be designated as administrator of the fire department after approval by the Town Council.

9. **Indemnification**. Each party shall hold the other harmless from any claims, injuries, death, or liabilities arising out of the operation, maintenance and use of the fire station, excepting any such claims, injuries, death, or other liabilities resulting from the willful or wanton acts of its officers, officials, or employees acting within the scope of

their duties as officers, officials, or employees of the TOWN (in the case of acts by TOWN officers, officials, and employees) or the DISTRICT (in the case of acts by DISTRICT officers, officials, and employees).

10. **Default**. If either party defaults as to a material term or condition of this agreement, the other shall have the option of immediately terminating this agreement upon written notice to the defaulting party.

11. **Termination**. This agreement may be terminated:

- (A) upon the default of either party as set forth in Section 10, above;
- (B) upon the mutual, written agreement of the parties; or
- (C) upon written notice by either party to the other, given not less than 120 days before the termination shall become effective.

Upon termination of this agreement, any equipment, vehicles, inventory, and other property purchased jointly by the parties under the terms of this agreement shall be divided equally between the parties, and any other equipment, vehicles, inventory and property shall belong to the acquiring party.

12. **Notices**. Any notices required under the terms of this agreement shall be in writing and mailed by first class mail, postage prepaid, or delivered as follows:

To the TOWN: Town Clerk  
Town of Garfield  
P.O. Box 218  
Garfield, WA 99130

To the DISTRICT: Board of Commissioners  
Whitman County Fire Protection District No. 3  
P.O. Box \_\_\_\_\_  
Garfield, WA 99130

The TOWN or DISTRICT may, by notice given in writing to the other, designate any further or additional addressees and addresses to which subsequent notices shall be sent or delivered.

13. **Governing Law.** This agreement shall be construed in accordance with and governed by the Constitution and laws of the State of Washington.

14. **Amendments.** This agreement may be amended at any time upon the written agreement of the parties.

15. **Severability.** If any one or more provisions of this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision(s) shall be deemed severable from this agreement, and the remaining provisions shall remain in full force and effect.

DATED this 24<sup>th</sup> day of February, 2009.

TOWN OF GARFIELD,  
By: [Signature]  
Mayor  
Attest: [Signature]  
Clerk

WHITMAN COUNTY FIRE  
PROTECTION DISTRICT NO. 3,  
By: [Signature]  
Chairman, Board of Commissioners  
Attest: [Signature]  
District Secretary