

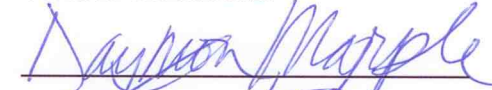
RESOLUTION NO. 2013-05


A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GARFIELD, WASHINGTON, authorizing the Mayor to execute on behalf of the Town that particular interlocal agreement between the Town and Whitman County Rural Fire District No. 3 establishing a joint fire department.

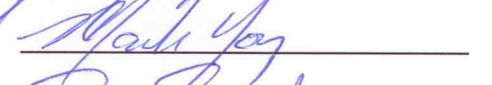
BE IT HEREBY RESOLVED by the Town Council of the Town of Garfield that the Mayor shall be and is hereby authorized to execute on behalf of the Town of Garfield that particular interlocal agreement between the Town of Garfield and Whitman County Rural Fire District No. 3 establishing a joint fire department, and forming a joint fire board to operate and manage the fire department for the benefit of the residents of the Town of Garfield and Whitman County Rural Fire District No. 3.

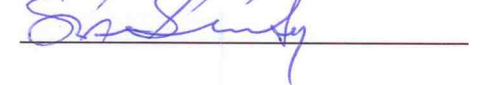
PASSED this 13th day of March, 2013.

TOWN COUNCIL:









APPROVED:



Mayor

ATTEST:



AGREEMENT

AGREEMENT for the joint operation of the Garfield Fire Department by and between:

TOWN OF GARFIELD, a municipal corporation organized under the laws of Washington, hereinafter "Town",

and

WHITMAN COUNTY RURAL FIRE DISTRICT NO. 3, a municipal corporation organized under the laws of Washington, hereinafter "District".

PREMISES:

- A. The Town Council of the Town of Garfield and the District Board of Commissioners for Whitman County Rural Fire District No. 3 desire to ensure that the residents of the Town and of the District have quality fire protection; and
- B. RCW 35.27.370 and 52.12.031 and 52.30.020 provide that the Town and the District may contract for fire protection and Chapter RCW 39.34, Interlocal Cooperation Act, permits agreements for joint or cooperative actions, and the parties desire now to contract consistent with such statutes; and
- C. The Town Council and the Fire District Commissioners believe it to be in the best interests of both municipal corporations and the residents of their respective areas of responsibility to enter into an agreement to establish a joint fire protection board to administer and direct the joint operation of the Town of Garfield Fire Department and the Garfield Rural Fire Department as the Garfield Fire Department.

Now, therefore, in and for 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 hereby agreed as follows:

1. **Term.** This Agreement shall be effective from and after April 1, 2013 and will remain in effect until terminated as set forth in Section 2, below.

2. **Termination.** Either party may terminate this Agreement by mutual agreement or by providing 90 days written notice of their desire to terminate. If termination is by 90 day notice, the notice shall be made in accordance with Section 31 of this Agreement. Once notice is made and 90 days from mailing of notice has passed, this Agreement shall be considered terminated.

3. **Purpose.** The purpose of this Agreement is to establish a joint fire protection board which will administer and direct a joint fire department which will provide fire prevention and protection services to the residents of the Town of Garfield and Whitman County Rural Fire District No. 3.

4. **Joint fire department.** The individual fire departments of the Town and the District shall be combined for operational purposes and hereafter shall be referred to as the Garfield Fire Department.

5. **Joint fire protection board.** A joint fire protection board is hereby established for the purpose of administering and directing the Garfield Fire Department. This board shall be known as the Garfield Fire Protection Board (Board) and shall consist of six members. Each of the parties shall appoint three members. The Board members from the Town shall be members of the Town Council and/or the Town Mayor. The Board members from the District shall be members of the Fire District Board of Commissioners. The term of office for each member shall be one year, from

January 1 through December 31. In the event of a vacancy, the respective party represented by the vacant position shall appoint a replacement. The replacement member shall serve for the remainder of the term.

6. **Authority.** The Garfield Joint Fire Protection Board shall have the authority to administer and manage the operations of the Garfield Fire Department, all jointly owned properties and equipment and all properties and equipment of each party used by the Garfield Fire Department. The Board shall have authority and powers granted by this Agreement and such additional authority and powers as may from time to time be conferred on it by the legislative bodies of the parties.

The Board shall have the authority and duty to prepare and propose in accordance with Section 12, below, an annual fire department budget; however, all funding decisions shall continue to be made by the respective municipal corporations and in no event shall the Board have the authority to commit the funds of either municipal corporation to any particular endeavor. Consequently, the fire department budget authorized and proposed by the Board must also be ratified by the Town Council and the District Board of Commissioners.

7. **Meetings of the Board.** All meetings of the Board shall be held in compliance with the Open Public Meetings Act, RCW Chapter 42.30. The date and time of the regular monthly meeting of the Board shall be established by resolution of the Board, but in any event, meetings shall be held a minimum of once monthly.

