

Filed for and return to:

Shaun Martin
City Clerk/Treasurer
City of Pomeroy
P. O. Box 370
Pomeroy, WA 99347-0370

RECEIVED

MAR 12 2010

**CITY OF POMEROY
CITY CLERK/TREAS**

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

Grantor(s): City of Pomeroy and Garfield County Fire Protection District No. 1
Grantee(s): City of Pomeroy and Garfield County Fire Protection District No. 1
Reference Number(s) of Documents Assigned or Released: N/A
Abbreviated Legal Description: N/A
Complete or Additional Legal Description: N/A
Assessor's Parcel Number(s): N/A

**INTERLOCAL AGREEMENT BETWEEN THE CITY
OF POMEROY AND GARFIELD COUNTY FIRE
PROTECTION DISTRICT NO. 1 FOR FIRE AND
AMBULANCE SERVICES**

WHEREAS, the City Council of the City of Pomeroy, Washington passed an Ordinance calling for a vote on whether the City should join and become a part of Garfield County Fire Protection District No. 1 ("District") through annexation; and

WHEREAS, through passage of a Resolution, the District Commissioners concurred with the action of the City Council and requested that the matter of annexation be placed before the voters within the District and City; and

WHEREAS, on November 3, 2009, an election was held and the majority of voters supported annexation of the City to the District; and

WHEREAS, the City and District presently are parties to that certain Contract for Ambulance Service dated January 10, 1973 ("Contract for Ambulance Service") and that Mutual Aid Agreement dated May 10, 1995 ("Mutual Aid Agreement"); and

WHEREAS, the District and City intend to replace both the Contract for Ambulance Service and Mutual Aid Agreement with this Agreement, which the District Commissioners and the City Council have determined to be in the best interests of the citizens of the City and District, now, there, the City and District agree as follows:

Section 1: The recitals set forth above herein are made a part of this Agreement.

Section 2: The term of this Agreement shall be from January 1, 2010 to December 31, 2010, unless terminated earlier by mutual agreement of the parties.

Section 3: The Contract for Ambulance Service is hereby mutually terminated effective December 31, 2009. Ambulance services provided by the District to the City shall continue to be provided by the District in the same manner as the District now provides the same to its own non-City areas of the District.

Section 4: The Mutual Aid Agreement between the City and District is terminated effective December 31, 2009. The City and District recognize that the District will not receive tax revenues from the City annexation until the taxes are imposed against the City taxpayers, both of which will begin effective January 1, 2011. For this reason, the City agrees to compensate the District for providing fire protection services to the City in the same manner as the District provides fire protection services to non-City areas of the District during the year of 2010 in exchange for the transfer of City-owned equipment as detailed on Exhibit A and all interest in the Fire Station and all real property.

Section 5: The District and City recognize that effective at midnight on December 31, 2009, the City shall no longer have a fire chief, a volunteer fire department, or any other active participation in fire suppression efforts, which efforts shall all be performed and services provided by the District beginning at that time.

Section 6: The terms of this Agreement shall be administered by the Mayor on behalf of the City and by the Chairperson of the Fire District Board of Commissioners on behalf of the District.

Section 7: No new entity is intended to be created by the terms of this Agreement.

Section 8: All services to be provided, pursuant to this Agreement, shall be performed by employees of the District or volunteers of the District. Under no circumstances shall any individuals providing fire suppression or ambulance services for the District be considered or treated as employees or volunteers of the City.

Section 9: This Agreement shall be effective upon the passage and approval by both the City Council and District Board of Commissioners and shall be recorded with the Garfield County Auditor.

APPROVED by the City Council of the City of Pomeroy, Washington in an Open Public Meeting the 9th day of February, 2010.

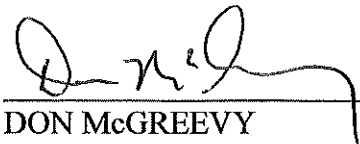
By: 
ALAN R. GOULD, Mayor

ATTEST/AUTHENTICATED:

By: 
SHAUN MARTIN, City Clerk

APPROVED by the Board of Commissioners at an Open Public Meeting of Garfield County Fire Protection District No. 1 the 8th day of 8th March, 2010.

By: 
ROBERT COX

By: 
DON MCGREEVY

By: 
ED BISHOP

EXHIBIT A

Inventory: City of Pomeroy Property and Equipment to be taken over by Garfield County Fire District #1

1. 1970 IHC Howe 1,000 gpm Engine
2. 1989 Ford Central States 1,000 gpm Engine
3. 1800 feet of 2 ½ " Hose
4. 1200 feet of 1 ½" Hose
5. 6 2 ½" Combination Nozzles
6. 5 1 ½" Combination Nozzles
7. 2 10 lb. Dry Chemical Extinguishers
8. 2 10 lb. CO-2 Extinguishers
9. 2 24' Extension Ladders
10. 4 Fire Axes
11. 1 30' Extension Ladder
12. 1 10' Attic Ladder
13. 1 Electric Ventilation Fan
14. All Interest in Self Contained Breathing Apparatus
15. All Interest in Fire Station
16. Miscellaneous Hand tools and Maintenance supplies

Fire District will assume all responsibility for Utility expenses and Maintenance of the Fire Station.

Larry Bunch

Chief