

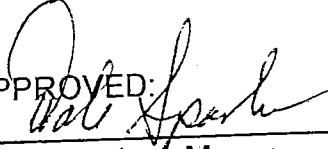
RESOLUTION NO. 13-2002

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN RURAL FIRE DISTRICT NO. 3 OF OKANOGAN COUNTY AND THE CITY OF OMAK FOR DISTRIBUTION OF COLVILLE INDIAN POWER AND VENEER PAYMENTS FOR FIRE PREVENTION AND PROTECTION SERVICES

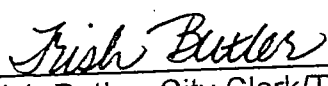
THE CITY COUNCIL OF THE CITY OF OMAK, Washington do hereby resolve that the agreement attached hereto between the CITY OF OMAK, a municipal corporation and RURAL FIRE DISTRICT NO. 3 OF OKANOGAN COUNTY, a municipal corporation, is hereby approved and the mayor is hereby authorized and directed to execute the same for and on behalf of the CITY; and that the Clerk/Treasurer is authorized and directed to attest his signature.

INTRODUCED and passed this 18 day of March 2002.

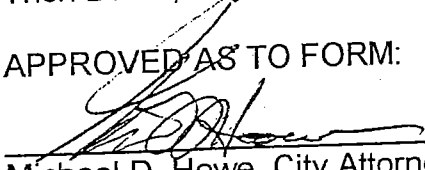
APPROVED:


Dale Sparber, Mayor

ATTEST:


Trish Butler, City Clerk/Treasurer

APPROVED AS TO FORM:


Michael D. Howe, City Attorney

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into between the **OMAK CITY FIRE DEPARTMENT** and **RURAL FIRE DISTRICT NO. 3 OF OKANOGAN COUNTY.**

WHEREAS, the lumber mill located adjacent to East Omak has been purchased by the Colville Tribes and will be put into trust status; and

WHEREAS, the sum of approximately Four Thousand Dollars (\$4,000.00), which has been received by the Rural Fire District from real estate taxes paid by the Mill in the past, will no longer be received; and

WHEREAS, Colville Indian Power & Veneer (CIPV) has agreed to remit in lieu of taxes the sum of Six Thousand Dollars (\$6,000.00) annually; and

WHEREAS, CIPV has agreed to pay said sum to the City of Omak; and

WHEREAS, the Fire District and the City have a Mutual Aid Agreement between the two entities; and

WHEREAS, it is the agreement of the parties to split the in-lieu-of payments made by CIPV,

NOW, THEREFORE,

IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Sums paid by CIPV in lieu of taxes shall be receipted by the City of Omak and divided evenly between the Omak City Fire Department and the Rural Fire District as received.

2. Both parties shall continue to respond pursuant to the Mutual Aid Agreement in existence between the parties, and pursuant to a Governmental Services

Agreement entered into between CIPV and the Omak City Fire Department, a copy of which is attached hereto and incorporated herein as though fully set forth.

3. This Agreement may be modified with the mutual written consent of both parties and may be terminated by either party upon the giving of ninety (90) days' prior written notice.

EXECUTED at Omak, Okanogan County, Washington, the 18th day of March, 2002.

**RURAL FIRE DISTRICT NO. 3 OF
OKANOGAN COUNTY:**

By *Chris Farver*
Commissioner

By *Scott Robbins*
Commissioner

By _____
Commissioner

CITY OF OMAK:

By *Dale Sparber*
Dale Sparber, Mayor

Attest *Trish Butler*
Trish Butler, City Clerk-Treasurer

By *Kevin Bowling*
Kevin Bowling, Fire Chief