

INTERGOVERNMENTAL COOPERATION AGREEMENT
Financing of Reconstruction of Stampede Arena
and Equestrian Center

This Agreement made and entered into this 6th day of July, 2009, by and between the **County of Okanogan**, a municipal corporation of the State of Washington, hereinafter "**County**", and the **City of Omak**, a municipal corporation of the State of Washington, hereinafter "**City**", and collectively referred to as the "**Parties**".

RECITALS

- A. Pursuant to the powers accorded to the Parties by Chapter 39.34 RCW entitled Interlocal Cooperation Act, the County and the City possess powers to execute this Intergovernmental Cooperation Agreement for the purpose set forth herein.
- B. The City desires to rebuild the following public facility as defined in RCW 82.14.370(3)(c)(i): The Omak Stampede Arena and Equestrian Center and related facilities.
- C. The City is in need of additional funding to complete said project.
- D. The County has committed the sum of \$40,000 per year to the City for debt service utilizing funding granted pursuant to RCW 82.14.370 entitled "Sales and Use Tax for Public Facilities in Rural Counties".
- E. Both municipal corporations, the County and the City, are by law empowered to acquire and provide said recreational opportunities and facilities for their citizens and the general public.
- F. Both municipal corporations, the County and the City, find that said expenditures meet the "economic development purpose" as defined in RCW 82.14.370(3)(c)(i).

Now, Therefore, in consideration of the initial covenants and agreements hereinafter contained, **the parties hereto agree as follows:**

1. County's Obligation. County shall hereinafter provide the sum of Forty Thousand Dollars (\$40,000.00) per year to assist City with meeting its debt service for funding the construction and rebuild of the Omak Stampede Arena and Equestrian Center. Said payment shall be made to City on or before the 15th day of October every year commencing in the year 2009 and continuing through year 2023.

2. Management Agency. City shall be the management agency under this Agreement.

3. City's Obligation. City shall be exclusively responsible for the management and control of said facility and exclusively responsible for its maintenance and operation. In addition thereto City shall be responsible for funding the entirety of said replacement/rebuild of said facility and for meeting all future debt service, save and except for the commitment of County as set forth herein. All real and personal property shall remain the property of City.

4. Administration. No new or separate legal or administrative entity is hereby created to administer the provisions of this Agreement. The administration of the construction phases of the project shall be solely the responsibility of City and upon completion and acceptance of the construction phase of the project, City shall undertake the management and maintenance of the facility.

5. Amendments. This Agreement may only be amended by the mutual consent of both parties in writing.

6. Filing Copies of this Agreement. Copies of this Agreement, together with the resolutions of the Board of Commissioners of Okanogan County and the City Council of the City of Omak approving and ratifying this Agreement, attached hereto, shall be filed with the Omak City Clerk and the Okanogan County Auditor.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed and attested by the respective officers shown.

COUNTY OF OKANOGAN, a municipal corporation of the State of Washington:

By Mary Lou Peterson
Chairman, Board of Commissioners

By Chew Lee
Commissioner

By [Signature]
Commissioner

CITY OF OMAK, a municipal corporation of the
State of Washington:

By *Cindy Gagne*
Cindy Gagne, Mayor

Attest *Kathy Lobdell*
Kathy Lobdell, City Clerk

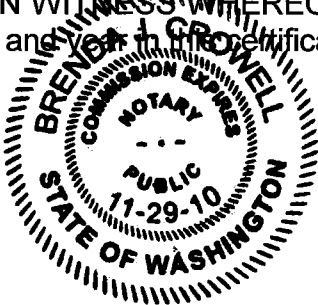
STATE OF WASHINGTON)

: ss

County of Okanogan)

On this 6th day of July, 2009, before me personally appeared **Andrew Lampe, Mary Lou Peterson, and Don "Bud" Hover**, to me known to be the Board of Commissioners of Okanogan, Washington, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of said municipal corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed by official seal the day and year in this certificate above written.



B. Crowell
BRENDA J. Crowell (printed name)
Notary Public in and for the State
of Washington residing at Omak, WA
My commission expires 11-29-10.

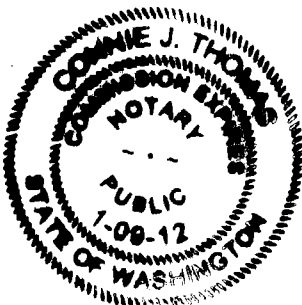
STATE OF WASHINGTON)

: ss

County of Okanogan)

On this 6 day of July, 2009, before me personally appeared **Cindy Gagne and Kathy Lobdell**, to me known to be the Mayor and City Clerk respectively of the City of Omak, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of said municipal corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed by official seal the day and year in this certificate above written.



Connie J. Thomas
Connie J. Thomas (printed name)
Notary Public in and for the State
of Washington residing at OMAK
My commission expires 1-9-12.