

RESOLUTION NO. 23-2010

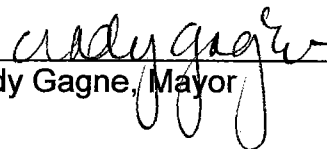
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**GOVERNMENTAL SERVICES AGREEMENT BETWEEN  
PASCHAL SHERMAN INDIAN SCHOOL OF OMAK, OKANOGAN COUNTY FIRE  
DISTRICT NO. 3 AND CITY OF OMAK FIRE DEPARTMENT**

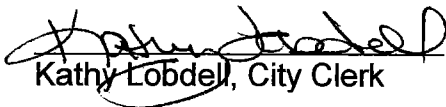
THE CITY COUNCIL OF THE CITY OF OMAK, Washington do hereby resolve that the Governmental Services Agreement attached hereto between Paschal Sherman Indian School of Omak, Okanogan County Fire District No. 3 and the CITY OF OMAK, a municipal corporation, is hereby approved and the Mayor is hereby authorized and directed to execute the same for and on behalf of the CITY; and that the City Clerk is authorized and directed to attest her signature.

INTRODUCED and passed this 5th day of April, 2010.


APPROVED:

  
Cindy Gagne, Mayor

ATTEST:

  
Kathy Lobdell, City Clerk

APPROVED AS TO FORM:

  
Michael Howe, City Attorney

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RECEIVED

**GOVERNMENTAL SERVICES AGREEMENT**

JUN 21 2010

**CITY OF OMAK**

**1. Parties.**

This Agreement for Governmental Services is hereby entered into effective April 15th, 2010 by the Paschal Sherman Indian School of Omak, Washington, the City of Omak Fire Department of Omak, Washington and Okanogan County Fire Protection District #3 of Okanogan County.

**2. Purpose.**

The purpose of this Agreement is to render fire protection services for school property located at 169 North End Omak Lake Road in the event of fires or other local emergencies.

**3. Consideration.**

In consideration of certain mutual benefits to the school, the City of Omak Fire Department and Okanogan County Fire Protection District #3, the parties hereby agree as follows:

- A. The City of Omak Fire Department and Okanogan County Fire Protection District #3 agrees to provide fire protection services for school property located at 169 North End Omak Lake Road in the event of fires and other local emergencies.
- B. In return for such services, the school agrees to remit payment of .51 per thousand dollars based on the complex value of \$15,000,000.00 or \$7,650.00 per year. This payment will be due on or before July 1<sup>st</sup> of each year. Said amount shall be sent to the City of Omak payable to the City of Omak and distributed by the city with 70% or \$5,355.00 going to the Fire District.

4. The City of Omak and Fire District #3 will attempt to provide the same fire protection services to Paschal Sherman Indian School as is rendered to the City of Omak and to Fire District #3. The City and the Fire District shall have sole discretion as to equipment and manpower that will respond to each call and the sending of firefighters and equipment to Paschal Sherman shall be subordinate to calls for and rendering of fire protection services within the City and the Fire District. The City and Fire District shall be sole judges of the most expeditious and efficient manner of handling and responding to calls for service and the rendering of fire protection services. The respective Volunteer Fire Departments of the City and the Fire District shall be required to use only reasonable diligence and make a reasonable effort to respond to calls at Paschal Sherman Indian School.

5. Paschal Sherman Indian School agrees to waive any claim against the City of Omak or the Fire District that may arise as a result of this agreement, or the performance under this agreement, and further agrees to save and hold harmless the City and the Fire District from any and all claims, suits and liability for damages of any kind, nature, or description occasioned by the City or the Fire District's performance under this agreement or which may arise as a result of this agreement other than those approximately caused by the City or the Fire District.

**6. Modification.**

This agreement shall not be modified in any way without the written consent of both parties.

**7. Termination of Agreement.**

This Agreement may be terminated by either party, provided that written notice of such intent is made to the effected party(s) not less than ninety (90) days prior to the effective date of such termination.

**8. Approval by Authorized Officials.**

IN WITNESS WHEREOF, the parties to this agreement have caused their names to be affixed hereby by their proper officers this 21st day of June, ~~2005.10.10~~

**CITY OF OMAK MAYOR:**

By: *Candy Gork*  
Title: *Mayor*  
Date: *6-21-10*

**OKANOGAN COUNTY FIRE PROTECTION DISTRICT #3**

By: *Mike Cusick*  
Title: *Chairman Fire Dist #3*  
Date: *4-13-10*

**PASCHAL SHERMAN INDIAN SCHOOL**

By: *Debbie L Simpson for Board Chair Dustin Best*  
Title: *Superintendent*  
Date: *6/18/10*



# Omak Volunteer Fire Department

Phone (509) 826-0760  
Fax (509) 826-6057

16 N. Ash St.  
P.O. Box 72

Kevin Bowling, Fire Chief

Omak, Wash. 98841

Resolution # 23-2010

To: Mayor Gagne  
Omak City Council

From: Kevin Bowling, Omak Fire Chief

Date: March 18, 2010

Re: Governmental Services Agreement with Paschal Sherman Indian School

In 2005 a Governmental Services Agreement for fire protection was entered into by the City of Omak, Okanogan County Fire District #3 and Paschal Sherman Indian School. At that time the school was paying .69 per thousand based on a \$15,000,000.00 complex. The annual payment was \$10,350.00. That amount was split with 70% going to fire district 3 and 30% going to the city. On July 17, 2008 Paschal Sherman gave notice they wanted to terminate the agreement. Now, they want to enter back into the same agreement. The only difference is the annual amount and when the payment is due. The annual assessment for the fire district is down to .51 per thousand. The new annual payment will be \$7,650.00 with the same 70/30 split.

Thank you for your consideration,

Kevin Bowling  
Omak Fire Chief