

RESOLUTION No. 45-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OMAK,
WASHINGTON, APPROVING A MEMORANDUM OF AGREEMENT
FACILITY LEASE BETWEEN THE CITY OF OMAK AND FIRE DISTRICT
NO. 3 FOR STORAGE OF FIRE EQUIPMENT IN THE OMAK FIRE HALL**

WHEREAS, the Revised Code of Washington, RCW 35.39 authorizes units of government within the State to enter into cooperative agreements for the provision of goods and services to each other; and

WHEREAS, a Memorandum of Agreement with Fire District No. 3 was initially approved in September 1999 for the District to rent floor space in the Omak Fire Hall for storage of four fire trucks and apparatus owned by the District; and

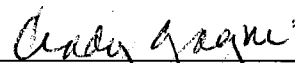
WHEREAS, the Agreement has been extended several times and the current extension will expire August 31, 2013; and

WHEREAS, it has been agreed upon by all parties involved that a new agreement will be written, with no changes to the original agreement, except to update the format and begin a new agreement period of five (5) years, September 1, 2013 through August 31, 2018, and that it may be renewed and continued after that period.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Omak that the Memorandum of Agreement to lease a portion of the Omak Fire Hall for vehicle and apparatus storage, between the City of Omak and Okanogan County Fire District No. 3, a copy of which is attached hereto as Exhibit "A", is hereby approved, and the Mayor and Clerk are authorized to execute and attest the agreement on behalf of the City.

INTRODUCED AND APPROVED by the City Council of the City of Omak this 19th day of August, 2013.

APPROVED:



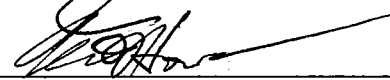
Cindy Gagne Mayor

ATTEST:



Kathy Lobdell, City Clerk

APPROVED AS TO FORM:



Michael D. Howe, City Attorney

**MEMORANDUM OF AGREEMENT
OKANOGAN COUNTY FIRE DISTRICT #3
OMAK FIRE HALL FACILITY LEASE**

THIS AGREEMENT, made and entered into this 19th day of August, 2013, by and between the **CITY OF OMAK**, a municipal corporation of the State of Washington, hereinafter referred to as "**CITY**" and the **OKANOGAN COUNTY FIRE DISTRICT #3**, a special purpose district within the State of Washington, hereinafter referred to as the "**FIRE DISTRICT**".

WITNESSETH:

WHEREAS, the **CITY** owns real property at 16 North Ash Street, commonly known as the Omak Fire Hall; and

WHEREAS, the **FIRE DISTRICT** is desirous of renting floor space to store up to four fire trucks inside the north half (1/2) of the Fire Hall; and

WHEREAS, both parties are desirous of entering into an understanding providing for such use of the Fire Hall by the **FIRE DISTRICT**.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

Section 1: The **CITY**, in consideration for monetary payment and other covenants and agreements hereinafter set forth, hereby allows the use of said property for a term of five (5) years, commencing September 1, 2013 and continuing through August 31, 2018, and provided further, that this agreement may be renewed and continued, by mutual agreement of the parties.

Section 2: As compensation to the **CITY**, the **FIRE DISTRICT** agrees to pay to the **CITY**, the sum of \$6,000.00 per year for the five-year term of this agreement. Said payments shall be due and payable on or before September 1st of each year.

Section 3: The **FIRE DISTRICT** agrees to maintain public liability insurance in the minimum amount of \$500,000 for property damage and in the minimum amount of \$1,000,000 for bodily injuries and death and to name the **CITY** as additional insured; and further agrees to provide the **CITY** a certificate indicating that the insurance policy is in full force and effect and that the **CITY** has been named as additional insured and that the policy may not be cancelled unless a minimum of thirty (30) days written notice of proposed cancellation has been given to the **CITY**.

Section 4: All vehicles, apparatus and all other personal property belonging to the **FIRE DISTRICT** located on the premises shall be at the risk of the **FIRE DISTRICT** and the **CITY** shall not be liable for any damages, either to personal property of the **FIRE DISTRICT** or other caused by any defects on the demised premises or from neglect of any person, including the **CITY**, due to the happening of any accident from whatever cause on or about the premises. The **FIRE DISTRICT** shall fully insure the vehicles, apparatus and other personal property of the **FIRE DISTRICT** while it is located in or about the Omak Fire Hall. The **CITY** shall have no obligation or liability to carry such insurance on any contents owned by the **FIRE DISTRICT**, its officers, agents, employees, invitees or guests.

Section 5: The parties hereby fully release and discharge each other from any and all liability and claims for damages, past or present, whether known or unknown. This mutual general release shall include and be for the benefit of not only the parties hereto, but their employees, officers, agents and/or elected officials.

NOW, THEREFORE, IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above-written.

CITY OF OMAK:

BY:


Cindy Gagne, Mayor

ATTEST:


Kathy Lobdell, City Clerk

OKANOGAN COUNTY FIRE DISTRICT #3

BY:


Mike Cusick, Chairman

ATTEST:

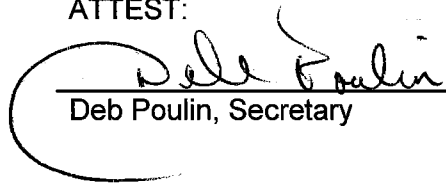

Deb Poulin, Secretary

EXHIBIT A

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OKANOGAN COUNTY FIRE DISTRICT #3

BY:

BY:

Cindy Gagne, Mayor

Mike Cusick, Chairman

ATTEST:

ATTEST:

Kathy Lobdell, City Clerk

Deb Poulin, Secretary