

Interlocal Agreement between the City of Tonasket
and Okanogan County Fire Dist #4

Okanogan County Fire District #4 hereby known as OCFD#4.

Where as, OCFD#4 has historically been contracted to provide fire protection services for the City of Tonasket.

Where as, the property owners within OCFD#4 pay an assessment of .703528 per \$1,000 of assessed property value for fire service protection.

Now therefore, it is agreed that OCFD#4 will provide fire service protection and suppression and rescue efforts and disaster relief to the incorporated City of Tonasket. The rate paid for said service will be the same as paid by OCFD#4 property owners for fire service protection at, .703528 per \$1,000 of assessed property value as set by the Okanogan County Assessor Office, this rate will be paid beginning 1/1/19 on a quarterly payment schedule and will be adjusted annually by the Okanogan County Assessor's Office. This agreement supersedes any other contract between OCFD#4 and the City of Tonasket for fire service protection.

Agreed upon this date;

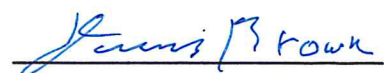
12-11-2018

Signed;

OCD#4 Commissioner



Mayor City of Tonasket



Secretary of Tonasket



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ADDENDUM TO

INTERLOCAL AGREEMENT FOR FIRE PROTECTION SERVICES

THIS ADDENDUM TO INTERLOCAL AGREEMENT FOR FIRE PROTECTION SERVICES is entered into this 12th day of November, 2014, between the **CITY OF TONASKET, WASHINGTON**, hereinafter referred to as "**City**", and **RURAL FIRE DISTRICT NO. 4 OF OKANOGAN COUNTY, WASHINGTON**, hereinafter referred to as "**Fire District**", both municipal corporations and collectively referred to as the "**Parties**".

Whereas, the above named Parties entered into an agreement entitled "Interlocal Agreement for Fire Protection Services" on the 14th day of December, 2010; and

Whereas, paragraph 3 thereof entitled "Fire District Obligation and City's Contribution" provided as follows:

The City agrees to budget and pay to the Fire District for fire protection services pursuant to this Agreement an amount equal to City assessed valuation multiplied by .00065. The Fire District shall pay all costs and expenses incurred in operating, maintaining, repairing, and insuring its Fire Hall and all firefighting equipment.

and,

Whereas, it is the desire of the Parties to modify the City's contribution so that it ultimately conforms with the amount that would be collected within the City if the Fire District's tax rate was applied to taxable property within the City,

Now, therefore,

IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Fire District's Obligation and City's Contribution. Paragraph 3 of the underlying Interlocal Agreement referred to above is hereby modified to read as follows:

The Fire District shall pay all costs and expenses incurred in operating, maintaining, repairing, and insuring its Fire Hall and all firefighting equipment. The City agrees to budget and pay to the Fire District for fire protection services pursuant to this Agreement the sum of \$32,400.00 for the calendar year 2015 and, further, agrees to increase said amount by the sum of \$1,600.00 per year for four years, 2016, 2017, 2018, 2019. Thereafter, the City's annual payment will be equal to an amount calculated by multiplying the assessed valuation of taxable property within the City by the Fire District's then current tax rate, at which time the City's annual payment will be determined by multiplying the assessed valuation of taxable property within the City by the Fire District's then current rate.

2. Term and Amendment. All other terms and conditions of the underlying Interlocal Agreement for Fire Protection Services shall remain in full force and effect, unless and until terminated as set forth in Paragraph 4 thereof.

3. Filing or Posting. This Addendum shall be filed with the Okanogan County Auditor, or, alternatively, listed by subject on the Parties' websites or other electronically retrievable public source as provided in RCW 39.34.040.

4. Approval. This Addendum was authorized and approved by the City of Tonasket at its regular council meeting on Nov. 12, 2014, and by Rural Fire District No. 4 of Okanogan County, Washington, by Resolution No. _____ on _____, 2014.

5. Effective Date. The effective date of this agreement shall be January 1, 2015.

CITY OF TONASKET, a municipal corporation:

By  _____
Patrick Plumb, Mayor

By  _____
Alice Attwood, City Clerk-Treasurer

**RURAL FIRE DISTRICT NO. 4 OF
OKANOGAN COUNTY**, a municipal
corporation:



By 
Ronald B. Hirst, Commissioner

By 
Dan McCarthy, Commissioner

By 
Jack Denison, Commissioner

INTERLOCAL AGREEMENT FOR FIRE PROTECTION SERVICES

THIS AGREEMENT, entered into this 14th day of December, 2010, between the **CITY OF TONASKET, WASHINGTON**, hereinafter referred to as "**City**", and **RURAL FIRE DISTRICT NO. 4 OF OKANOGAN COUNTY, WASHINGTON**, hereinafter referred to as "**Fire District**", both municipal corporations.

1. Purpose and Authority. Both parties are authorized under the provisions of RCW 39.34.080 and RCW 52.08.030 to contract with each other to establish joint fire protection service. The purpose of this agreement is to set out the terms of such service.

2. Joint Fire Protection Service. The Fire District shall continue to assume the obligation of providing fire protection service within the jurisdictional limits of both parties to this agreement in the manner and to the extent required by law. Equipment and personnel will be used in such manner as to furnish uniform protection throughout the limits of the parties, as nearly as may be reasonably done.

3. Fire District Obligation and City's Contribution. The City agrees to budget and pay to the Fire District for fire protection services pursuant to this Agreement an amount equal to City assessed valuation multiplied by .00065. The Fire District shall pay all costs and expenses incurred in operating, maintaining, repairing, and insuring its Fire Hall and all firefighting equipment.

4. Term and Amendment. The initial term of this Agreement shall be for the calendar years 2011 and 2012 and shall continue year to year thereafter until or unless terminated by one party giving to the other a minimum of six-months advance written notice prior to the end of the calendar year. Both parties agree that situations may arise which were not anticipated by the parties at the time this agreement was entered into.

Both parties agree to consult with each other from time to time in order to avoid unnecessary disagreement. From time to time, it may be advisable for the parties to enter into amendments to this agreement, therefore, it is hereby agreed that this Agreement may be amended periodically, in writing, by mutual consent of the parties..

5. Covenant by Fire District. The Fire District agrees to hold the City harmless from any loss occurring because of any act or omission on the part of the Fire District, its officers, employees, or agents.


6. Filing.. Executed copies of this Agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this Agreement becoming effective.

7. Approval. This Agreement, authorized and approved by the City of Tonasket, Washington, at its regular council meeting on December 14, 2010, and by Rural Fire District No. 4 of Okanogan County, Washington, by Resolution No. 2011-001 of its Board of Commissioners.

8. Effective Date. The effective date of this Agreement shall be January 1, 2011.

CITY -

CITY OF TONASKET, a municipal corporation:

By 
Patrick Plumb, Mayor

By 
Alice Attwood, City Clerk-Treasurer

FIRE DISTRICT-

RURAL FIRE DISTRICT NO. 4
OF OKANOGAN COUNTY, a municipal
corporation:

By 

Ronald B. Hirst, Commissioner

By 

Ernie Rampley, Commissioner

By 

David J. Flick, Commissioner