

RESOLUTION No. 53-2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OMAK,
WASHINGTON, APPROVING AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF OMAK AND THE TOWN OF COULEE DAM**

WHEREAS, the Revised Code of Washington, RCW 39.34 authorizes units of government within the State to enter into cooperative agreements for the provision of goods and services to each other; and

WHEREAS the Town of Coulee Dam is need of specialized equipment for repair of their waste water Clarifier; and

WHEREAS, the City of Omak has the labor and Equipment resources to assist the Town of Coulee Dam in this repair; and

WHEREAS, the Town of Coulee Dam will be charged the current hourly rate of pay (including Overtime if necessary) for the employees involved, including benefit costs to the City, and the hourly rate for the machinery or equipment, as established by the City of Omak. Hourly rates will be applied to the mobilization of equipment.


NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Omak that the Interlocal Agreement between the City of Omak and the Town of Coulee Dam, a copy of which is attached hereto as "Exhibit A", for the repair of their wastewater clarifier, is approved. The Mayor is authorized and directed to execute the same on behalf of the City, and the City Clerk is authorized to attest her signature.

INTRODUCED AND APPROVED by the City Council of the City of Omak this 7th day of July, 2014.

APPROVED:


Cindy Gagne, Mayor

ATTEST:


Kathy Lobdell, City Clerk

APPROVED AS TO FORM:



Michael D. Howe, City Attorney

EXHIBIT A

INTERLOCAL AGREEMENT FOR ASSISTING NEIGHBORING CITY, TOWN OR COUNTY

THIS AGREEMENT is between the CITY OF OMAK, a political subdivision of the State of Washington, and the Town of Coulee Dam, a political subdivision of the State of Washington.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, the Town of Coulee Dam is in need of the City of Omak's assistance for the repair of their waste water Clarifier.

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE: The purpose of this agreement is to establish mutual aid to the Town of Coulee Dam at a time when they are requesting assistance with either the City of Omak equipment, personnel or both, in the realm of the operation and maintenance of the City, Town or County's infrastructure or protection of their citizens.

2. SCOPE: This agreement shall allow the following activities:
A. The use of equipment or machinery owned by the City of Omak
B. The use of a qualified City of Omak operator for said equipment or machinery.

3. COST: The charges for the services and equipment provided shall be billed to the Town of Coulee Dam, based on the current hourly rate of pay (Including Overtime if necessary) for the employees involved, including benefit costs to the City, and the hourly rate for the machinery or equipment, as established by the City of Omak.

EQUIPMENT USED: Pickup Truck and 8" Solids Pump

HOURLY RATE: \$18.95

OPERATOR HOURLY RATE: 1 @ \$40.79 per hour.

4. PAYMENT: Payment for these services will be billed to the Town of Coulee Dam, 300 Lincoln Ave, Coulee Dam, WA 99116, upon completion of the project, and payment must be received within thirty (30) days of receipt.

5. DURATION OF AGREEMENT – TERMINATION: This agreement shall remain in force until the incident described above has ended, or until cancelled by either party in writing.

6. COMPLIANCE WITH LEGAL REQUIREMENT: Each party accepts responsibility for compliance with federal, state, or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services.

7. 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.

8. NON-DELEGATION/NON-ASSIGNMENT: Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.

9. HOLD-HARMLESS: Each party shall be liable and responsible for the consequence of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this agreement.

10. SEVERABILITY: Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

11. VENUE: The Parties agree that in the event that litigation should arise from this agreement, the venue shall lie in Okanogan County, and the prevailing party shall be entitled to recovery of the costs of litigation, including reasonable attorney's fees.

12. NECESSARY RETURN OF EQUIPMENT: The City may reclaim the equipment at any time deemed necessary in the case of an emergency within the City.

APPROVED, Town of Coulee Dam

APPROVED, CITY OF OMAK:

F. Gregory Wilder
Print Name

Cindy Gagne'
Print Name

Signature

Signature

Mayor Town of Coulee Dam
Title

Mayor City of Omak
Title

Date

Date

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel, Public Works Director

Date: July 7, 2014

Subject: Resolution 53-2014 Approving Interlocal Agreement with the Town of Coulee Dam for waste water clarifier repair.

The attached Resolution No. 53-2014, a Resolution of the City Council, of the City of Omak, Washington Approving an Interlocal Agreement between the City of Omak and the Town of Coulee Dam.

The Town of Coulee Dam need to pump off their waste water Clarifier for repair and is need of a large diameter solids handling pump. The City of Omak acquired a pump for this purpose during the 1998 Sewer system upgrades, but was not used. This project will benefit both municipalities; Coulee Dam's repair and Omak verification of equipment operation. Public Works has identified this pump for surplus, but does not know it capabilities.

Actual cost of equipment and manpower associated with this project will be charged to the Coulee Dam. Time will include project work and mobilization hours incurred for equipment and labor.

I support this Inter local Agreement and urge its authorization

**INTERLOCAL AGREEMENT FOR
ASSISTING NEIGHBORING CITY, TOWN OR COUNTY**

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APPROVED, Town of Coulee Dam

APPROVED, CITY OF OMAK:

F. Gregory Wilder
Print Name

Signature

Mayor, Town of Coulee Dam
Title

Date

Cindy Gagne'
Print Name

Signature

Mayor City of Omak
Title

Date