

RESOLUTION No. 35-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OMAK,
WASHINGTON, APPROVING A COUNTY REIMBURSABLE AGREEMENT
BETWEEN THE CITY OF OMAK AND OKANOGAN COUNTY PUBLIC
WORKS FOR ROAD MAINTENANCE**

WHEREAS, the Revised Code of Washington, RCW 35.34 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 City of Omak Public Works desires to apply a portion of Sand Flat Road with soil stabilizer and dust control; and

WHEREAS, Okanogan County Public Works has the ability to provide this service to the City of Omak, in conjunction with their current road maintenance program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Omak that the County Reimbursable Agreement for a Public Agency, between the City of Omak and Okanogan County Public Works for road maintenance, a copy of which is attached hereto as "Exhibit A", is approved. The Mayor is hereby authorized and directed to execute the same for and on behalf of the City, and the City Clerk is authorized and directed to attest her signature.

INTRODUCED AND APPROVED by the City Council of the City of Omak this 17th day of June, 2013.

APPROVED:




Cindy Gagne, Mayor

ATTEST:



Kathy Lobdell, City Clerk

APPROVED AS TO FORM:



Michael D. Howe, City Attorney

**COUNTY REIMBURSABLE AGREEMENT
PUBLIC AGENCY**

This Agreement, made and entered into this 18th day of June, 2013, by and between Okanogan County, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "County"; and City of Omak, hereinafter referred to as the "Agency".

WITNESS: It Is Hereby covenanted and agreed as follows:

1. For each project to be performed under this contract, the Agency will make written application on forms (CRAB #102) supplied by the County. The County reserves the right to deny or approve each application of the Agency on an individual basis.
2. The County shall provide the necessary engineering, administrative and clerical services necessary for the execution of the project or work of the Agency, and in providing such services, the County Engineer may exercise all the powers and perform all the duties vested by law in the Agency.
3. The Agency hereby agrees to reimburse the County for the costs of the work performed by the County Public Works, based on the actual cost of labor, equipment rental, engineering, materials used in the construction or maintenance work involved, plus all costs for fringe benefits to labor, including, but not limited to, Social Security, retirement, industrial and medical aid costs, prorated sick leave, holidays and vacation time, and group medical insurance. In addition thereto, ten (10) per cent of the total costs shall be added for overhead costs for accounting and billing and administrative services; provided, that the County shall submit to the Agency a certificate statement of the costs and within thirty (30) days thereafter the Agency shall pay to the County the amount of said statement.
4. It is understood and agreed between the parties hereto that the Agency will hold the County harmless from all claims, losses, demands, actions, or cause of action of any nature whatsoever by reason of the performance of this agreement by the County. The Agency further agrees to defend, at its own expense, the County in the event that any action is brought against the County as a result of any act or activity of the County or its agents or employees because of or in any way arising out of the work to be performed under this contract.
5. It is understood and agreed between the parties that this contract cannot be assigned, transferred or any portion subcontracted thereunder by the County without the prior written permission of the Agency.
6. The County, in the performance of work under this contract shall abide by the provisions of RCW 35.77.020, .030 and .040 and/or RCW 39.34 and any other applicable Federal, State or local laws and regulations, whichever is applicable and WAC 136. (RCW 35.77.020 requires adoption of this agreement by resolution of the Board of County Commissioners in the case of work on city streets.)
7. Either party may terminate this agreement by written notice, effective 30 days from mailing of said notice to the director of Okanogan County Public Works.

In Witness Whereof, the parties hereto have hereunto set their hands and seal the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS
OKANOGAN, WASHINGTON**

ABSENT

Jim DeTro, Chairman

Sheilah Kennedy 7/2/13

Sheilah Kennedy, Member

Ray Campbell 7/2/13

Ray Campbell, Member



ATTEST:

Laleña Johns

Laleña Johns, Clerk of the Board

Steve Bozarth

Steve Bozarth, Okanogan County DPA

City of Omak

Cindy Gagné

Cindy Gagné, Mayor

Attest:

Kathy Lobdell

Kathy Lobdell, City Clerk

REQUEST TO COUNTY ROAD DEPARTMENT FOR REIMBURSEMENT OF WORK

To The County Engineer:

Pursuant to terms of an agreement between the Okanogan and (Name of Requesting Agency) CITY OF OMAK adopted and approved on _____ the undersigned hereby requests the county to perform the work listed below at a time and in a manner convenient to the county. The undersigned further requests that the work be completed no later than JUNE 30, 2013 and hereby guarantees reimbursement to the county for all work done up to a maximum of \$ 600.00.

Work requested:

Apply Road Stabilizer / Dust Control to Approximately 200' of SANDSLIT ROAD

All terms of said agreement shall apply with the following exceptions:

(list exceptions if any)

DATE 6-18-13 SIGNATURE Ralph L. Maloney
(Agency Representative) TITLE City Administrator

To The Board of County Commissioners: DATE 6/25/2013

I have examined the above request and make the following recommendations:

Approve

SIGNATURE Jeff Tincher (Jeff Tincher PE) County Engineer

Action of the Board of County Commissioners: DATE 7/2/13

- The Engineer's recommendation is hereby approved.
- The Engineer's recommendation is not approved or modified as follows:

Board of County Commissioners
Okanogan County, Washington



Attest

Sheryl Kennedy
Chairman
Ray Campbell
Member
ABSENT
Member Chair

Cities Insurance Association of Washington

CERTIFICATE OF INSURANCE

ISSUE DATE: 05/23/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM OF COVERAGE (MOC) BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the MOC must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the MOC, certain coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	COVERAGE PARTICIPANTS
CANFIELD 451 Diamond Drive Ephrata, WA 98823 Phone: 509-754-2027 Fax: 509-754-3406	GENERAL LIABILITY CIAW / Munich Re AUTOMOBILE LIABILITY CIAW / Munich Re GP06302090 PROPERTY CIAW / Munich Re CIAW / Great American Insurance Company CRIME / PUBLIC EMPLOYEE DISHONESTY CIAW / Munich Re
INSURED	
City of Omak P.O. Box 72 Omak, WA 98841	

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE MOC DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH MOC. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	MOC NUMBER	MOC EFF DATE	MOC EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM	CIAW121334547	09/01/2012	09/01/2013	GENERAL AGGREGATE PRODUCT-COMP/OP AGG PERSONAL & ADV. INJURY EACH OCCURRENCE ANNUAL PROGRAM AGGREGATE	\$20,000,000 \$20,000,000 \$10,000,000 \$10,000,000 \$50,000,000
(LIABILITY IS SUBJECT TO A 100,000 SIR PAYABLE FROM PROGRAM FUNDS)					
AUTOMOBILE LIABILITY					
ANY AUTO	CIAW121334547	09/01/2012	09/01/2013	COMBINED SINGLE LIMIT ANNUAL PROGRAM AGGREGATE	\$10,000,000 NONE
(LIABILITY IS SUBJECT TO A 100,000 SIR PAYABLE FROM PROGRAM FUNDS)					
PROPERTY					
	CIAW121334547	09/01/2012	09/01/2013	ALL RISK PER OCC EXCL EQ & FL EARTHQUAKE PER OCC FLOOD PER OCC (Except FZ A&V, which is \$1MM) ANNUAL PROGRAM AGGREGATE	\$100,000,000 \$15,000,000 \$15,000,000 NONE
(PROPERTY IS SUBJECT TO A 25,000 SIR PAYABLE FROM PROGRAM FUNDS)					
CRIME/PUBLIC EMPLOYEE DISHONESTY					
	CIAW121334547	09/01/2012	09/01/2013	PER LOSS	\$1,000,000
(CRIME SUBJECT TO A \$25,000 PROGRAM SIR)					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

Regarding contract. Okanogan County is named as Additional Insured regarding this contract only and is subject to coverage terms, conditions and exclusions. Additional Insured endorsement is attached.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE PROVISIONS OF THE MOC.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
Okanogan County 1234A 2nd Ave South Okanogan, WA 98840	