

RESOLUTION NO. 12-2019

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN OKANOGAN COUNTY AND CITY OF OMAK AND HOUSING AUTHORITY OF OKANOGAN COUNTY

WHEREAS: The Housing Authority owns parcel #8851700010, in the unincorporated portion of Okanogan County located adjacent to the city limits of the City of Omak (the "Property"). The Housing Authority intends to build a multi-family complex (the "Project") on the Property which is a permitted land use activity in accordance with Okanogan County Code 17A.220 District Use Chart. The Property is located within the City of Omak proposed expansion area, and

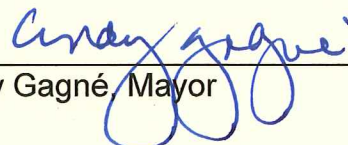
WHEREAS: The Housing Authority has petitioned the City of Omak to annex the Property for obtaining city utilities to serve the Project. The City of Omak Council has conditionally approved the annexation pending a review of the final Project to determine the complex is built to acceptable city standards. To facilitate oversight of the permitting and construction activities for the Project the City has asked the County to allow the City to assume lead agency status for purpose of permit review and construction oversight of the Project, and

WHEREAS, RCW 39.34.080 Contracts to perform governmental activities which each contracting agency is authorized to perform allows, states "Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: PROVIDED, That such contract shall be authorized by the governing body of each party to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Omak hereby approves the Intergovernmental Agreement Between Okanogan County and City of Omak and Housing authority of Okanogan, a copy of which is attached hereto as Exhibit "A". The Mayor is authorized to execute the Agreement on behalf of the City.

INTRODUCED and passed this 4th day of February, 2019.

APPROVED:



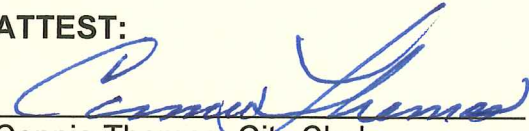
Cindy Gagné, Mayor

Resolution No. 12-2019

February 4, 2019

Page 2 of 2

ATTEST:



Connie Thomas, City Clerk

APPROVED AS TO FORM:



Michael D. Howe, City Attorney

OKANOGAN COUNTY COMMISSIONERS'

RESOLUTION 19 - 2019

A Resolution of the Okanogan Board of County Commissioners that approves an Intergovernmental Agreement made and entered into by Okanogan County, the City of Omak and the Housing Authority of Okanogan County granting lead agency status to the City of Omak for application review and permit approval for the Housing Authority's proposed Affordable Housing Project located on parcel #8851700010.

WHEREAS: Okanogan County is a political subdivision of the State of Washington; formed in accordance with Article XI of the Washington State Constitution with the powers granted by Title 36 of the Revised Code of Washington, and

WHEREAS: City of Omak is a non-charter code city as defined in the Revised Code of Washington 35A.11 with the powers granted by Title 35A of the Revised Code of Washington, and

WHEREAS: The Housing Authority of Okanogan County is a public body corporate with the powers granted by the Revised Code of Washington 35.82, and

WHEREAS: the County, the City and Housing Authority have jurisdiction to enter into this Agreement as provided in RCW Title 36 Counties, RCW Title 35A Cities and Towns, RCW 35.82 Housing Authority Laws, and RCW Chapter 39.34 (Interlocal Cooperation Act), and

WHEREAS: the County has authority over land use and building within the unincorporated portions of Okanogan County, and

WHEREAS: the Housing Authority owns parcel #8851700010 which is an 4.55 acre parcel in the unincorporated portion of Okanogan County located adjacent to the city limits of the City of Omak (the "Property"). The Housing Authority intends to build a multi-family complex (the "Project") on the Property which is a permitted land use activity in accordance with Okanogan County Code 17A.220 District Use Chart. The Property is located within the City of Omak proposed expansion area, and

WHEREAS: the Housing Authority has petitioned the City of Omak to annex the Property for the purpose of obtaining city utilities to serve the Project. The City of Omak Council has conditionally approved the annexation pending a review of the final Project to determine the complex is built to acceptable city standards. To facilitate oversight of the permitting and construction activities for the Project the City has asked the County to allow the City to assume lead agency status for purpose of permit review and construction oversight of the Project, and


WHEREAS, RCW 39.34.080 Contracts to perform governmental activities which each contracting agency is authorized to perform allows states "Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: PROVIDED, That such contract shall be authorized by the governing body of each party to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties, and


WHEREAS, the City of Omak and the Housing Authority of Okanogan County have each reviewed and approved the agreement found as ATTACHMENT 1 to this resolution,

NOW THEREFORE BE IT RESOLVED: The Okanogan Board of County Commissioners approves the Intergovernmental Agreement between Okanogan County, the City of Omak, and the Okanogan County Housing Authority found as ATTACHMENT 1 to this resolution and authorizes the Chairman's signature.

DATED and RESOLVED at Okanogan, Washington this 11th day of February, 2019.

**BOARD OF COUNTY COMMISSIONERS
OKANOGAN, WASHINGTON**

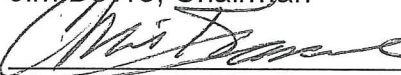
ATTEST:

Laleña Johns, CMC
Clerk of the Board



The seal is circular with a dotted border. The outer ring contains the text "OKANOGAN COUNTY COMMISSIONERS" at the top and "OKANOGAN CO., WASHINGTON" at the bottom. In the center, the word "SEAL" is written in large, bold letters. Above and below "SEAL" are two stylized, horizontal symbols resembling wings or a bridge.



Jim DeTro, Chairman



Chris Branch, Member

ABSENT

Andy Hover, Member



ORIGINAL

**Intergovernmental Agreement
between
Okanogan County
and
City of Omak
and
Housing Authority of Okanogan County**

This Intergovernmental Agreement (“the Agreement”) is made and entered into between Okanogan County (hereinafter known as County), the City of Omak (hereinafter known as City) and the Housing Authority of Okanogan County (hereinafter known as Housing Authority) regarding lead agency status for application review and permit approval for the Housing Authority’s proposed affordable housing Project located on parcel #8851700010.

RECITALS

WHEREAS: Okanogan County is a political subdivision of the State of Washington; formed in accordance with Article XI of the Washington State Constitution with the powers granted by Title 36 of the Revised Code of Washington, and

WHEREAS: City of Omak is a non-charter code city as defined in the Revised Code of Washington 35A.11. with the powers granted by Title 35A of the Revised Code of Washington, and

WHEREAS: The Housing Authority of Okanogan County is a public body corporate with the powers granted by the Revised Code of Washington 35.82, and

WHEREAS: the County, the City and Housing Authority have jurisdiction to enter into this Agreement as provided in RCW Title 36 Counties, RCW Title 35A Cities and Towns, RCW 35.82 Housing Authority Laws, and RCW Chapter 39.34 (Interlocal Cooperation Act), and

WHEREAS: the County has authority over land use and building within the unincorporated portions of Okanogan County, and

WHEREAS: the Housing Authority owns parcel #8851700010 which is an 4.55 acre parcel in the unincorporated portion of Okanogan County located adjacent to the city limits of the City of Omak (the “Property”). The Housing Authority intends to build a multi-family complex (the “Project”) on the Property which is a permitted land use activity in accordance with Okanogan County Code 17A.220 District Use Chart. The Property is located within the City of Omak proposed expansion area, and

WHEREAS: the Housing Authority has petitioned the City of Omak to annex the Property for the purpose of obtaining city utilities to serve the Project. The City of Omak Council has conditionally approved the annexation pending a review of the final Project to determine the complex is built to acceptable city standards. To facilitate oversight of the permitting and construction activities for the Project the City has asked the County to

allow the City to assume lead agency status for purpose of permit review and construction oversight of the Project, and

WHEREAS, RCW 39.34.080 Contracts to perform governmental activities which each contracting agency is authorized to perform allows states "Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: PROVIDED, That such contract shall be authorized by the governing body of each party to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties, and

WHEREAS, the County, City and Housing Authority have each reviewed and approved this Agreement, and

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement, County, City, and Housing Authority agree as follows:

1. The County through this Agreement assigns the responsibility for permit review and Project oversight to the City for the duration of the Project. The County shall not be entitled to any fees or payments associated with the Project except for the County share of any sales tax collected for the Project.
2. The City shall be responsible for all permit review and Project inspection during the course of the Project. The City shall be entitled to any fees or payments collected in accordance with the Cities adopted fee schedules or any other fees or payments authorized by law.
3. The Housing Authority shall be required to adhere to the City's permit requirements and construction standards as required by the City in connection with the Project.
4. Eligible expenses: All parties are responsible for their own costs associated with the review and adoption of this Agreement.
5. Payments: The Housing authority is responsible for all fees and payments required by the City.
6. Coordinated Effort: The County, City, and Housing authority will cooperate as needed to execute this Agreement.
7. Goods and Services Compliance: The City and Housing Authority are responsible for adhering to all applicable laws for obtaining the goods and services necessary to implement this Agreement.
8. Termination: Any party may terminate this Agreement by giving the other parties written notice by e-mail or mail, at least 90 days in advance of termination date, to the appropriate address as noted below. Termination of this Agreement under this section becomes effective after the County/City has reviewed the status of the Project and has communicated to the Housing Authority all requirements necessary to continue the Project to completion. In the event of termination the Housing authority will be responsible for all fees and payments owed the City in connection with the project through the date of termination of the Agreement and any additional fees and payments required by the City to continue utility service to the Project.

Notices are to be sent to:

Okanogan County Commissioners Office
123 5th Ave. North, Suite 150
Okanogan, WA 98840
ljohns@co.okanogan.wa.us

City of Omak
PO Box 72
Omak, WA 98841
admin@omakcity.com

Housing Authority of Okanogan County
431 5th Ave West
Omak, WA 98841
nancy@okanoganhousing.org

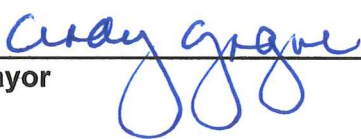
9. Records Maintenance: City and the Housing Authority shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein and each agrees to make the same available for inspection as needed during usual business hours. All work products to include but not be limited to documents, maps, charts, graphs, and mailing lists created as a result of the utility connections and services contemplated under this Agreement is the property of the City. Nothing in this Agreement prohibits the Housing Authority from retaining copies of all such work products.
10. Indemnification: All parties shall defend, protect, and hold harmless the other parties from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) in connection with performance of this Agreement.
11. Agreement Alterations and Amendments: County, City and Housing Authority may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind County, City and Housing Authority.
12. All Writings Contained Herein: This Agreement contains all the terms and conditions agreed upon by the parties relative to staff sharing. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.
13. Governance: This Agreement is entered into pursuant to and under the authority granted by RCW 36 Counties, RCW 35A Cities and Towns, RCW 35.82 Housing Authorities Law; and by RCW 39.34 (the Interlocal Cooperation Act). The provisions of this Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:
 - a. Applicable state and federal statutes and rules; and
 - b. Any other provisions of the Agreement, including materials incorporated by reference.

14. Effective Date: The effective date of this Agreement is February 1, 2019 and will expire upon the latest of December 31, 2024 or, upon Project completion, or upon completion of the annexation; or unless terminated earlier at the written election of all parties.

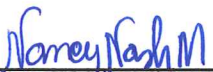
Okanogan County Board of County Commissioners

 02/11-2019
Chairman

City of Omak

 2.4.19
Mayor

Housing Authority of Okanogan County

 2-8-19
Executive Director