

**RESOLUTION NO. 43-2023**

**A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING AN  
INTERLOCAL AGREEMENT BETWEEN THE CITY OF OMAK AND THE CITY  
OF OKANOGAN FOR TIB MAINTENANCE PROJECT**

**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 Transportation Improvement Board has funding for a joint maintenance project; and

**WHEREAS**, the City of Okanogan has agreed to be the lead agency for this project; and

**WHEREAS**, an Interlocal Agreement has been prepared that adequately defines the scope and compensation for these services.

**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 City of Okanogan, a copy of which is attached hereto as Exhibit "A", for Transportation Improvement Board joint preservation project, is approved.

**INTRODUCED AND APPROVED** by the City Council of the City of Omak this 17<sup>th</sup> day of April, 2023.

**APPROVED:**

Cindy Gagné  
Cindy Gagné, Mayor

**ATTEST:**

Connie Thomas  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

Michael D. Howe  
Michael D. Howe, City Attorney

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: April 17, 2023

Subject: Resolution 43-2023 - Approving Interlocal Agreement with the City of Okanogan.

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The Attached Resolution 43-2023, **A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OMAK AND THE CITY OF OKANOGAN FOR TIB MAINTENANCE PROJECT.**

The Transportation Improvement Board recently approved money for a joint project with the City of Okanogan for pavement maintenance in both Cities. The project will include crack seal, patching and prelevel.

I support this resolution and recommend its approval.

## INTERLOCAL AGREEMENT BETWEEN THE CITY OF OMAK AND THE CITY OF OKANOGAN FOR 2023 MAINTENANCE PROJECT

THIS AGREEMENT is between the CITY OF OMAK, a political subdivision of the State of Washington, and the CITY OF OKANOGAN, 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 City of Omak and the City of Okanogan have a need for contracted pavement maintenance services, and

WHEREAS efficiency and cost savings can be realized by combining the individual pavement maintenance needs of the two cities, and

WHEREAS, the Washington State Transportation Improvement Board has funding and is in support of an interagency Maintenance Project between the City of Omak and the City of Okanogan; and

WHEREAS, the City of Okanogan is willing to take the position of "Lead Agency" and provide all necessary administration for the completion of the 2023 Maintenance Project.

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE: The purpose of this agreement is to establish interlocal cooperation agreement between the City of Omak and the City of Okanogan to complete a TIB funded street preservation project within both cities.
2. SCOPE: This agreement shall allow the following activities:
  - A. The City of Okanogan will enter into all necessary agreements for the compliance and completion of the 2023 TIB Maintenance Project that will include work within the City of Omak and the City of Okanogan. The project is expected to include services for design, bid, award, contract administration and construction.
  - B. Each City will be responsible for assisting the project manager and ensuring the work within their jurisdiction is completed satisfactorily. All contracting questions shall be routed through the City of Okanogan appointed project manager.
  - C. To the extent possible, specific work within each jurisdiction will be delineated for payment by the respective jurisdiction. Other costs will be mutually shared based on services provided.
3. COST: This project is funded by the Transportation Improvement Board through individual grants awarded to each of the cooperating jurisdictions. The City of Okanogan will pay for all contracted services. The City of Omak will reimburse the City of Okanogan for all delineated and mutual services provided. All costs that exceed grant funding will be agreed upon by both parties and paid by the benefiting jurisdiction.



4. PAYMENT: Payment for these services will be billed to the City of Omak, 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 project 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, or alternatively, listed by subject on a public agency's website, 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.

APPROVED, CITY OF OKANOGAN,

APPROVED, CITY OF OMAK:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Cindy Gagne'  
\_\_\_\_\_  
Print Name

Cindy Gagne'  
\_\_\_\_\_  
Signature

Mayor  
\_\_\_\_\_  
Title

4.17.23  
\_\_\_\_\_  
Date

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APPROVED, CITY OF OKANOGAN,

APPROVED, CITY OF OMAK:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*Cindy Cagne*  
\_\_\_\_\_  
Print Name

*Cindy Cagne*  
\_\_\_\_\_  
Signature

*Mayor*  
\_\_\_\_\_  
Title

*4.17.23*  
\_\_\_\_\_  
Date

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APPROVED, CITY OF OKANOGAN,

APPROVED, CITY OF OMAK:

Wayne L. Turner  
Print Name  
Wayne L. Turner  
Signature  
Mayor  
Title  
4/18/2023  
Date

Cindy Gagne  
Print Name  
Cindy Gagne  
Signature  
Mayor  
Title  
4.17.23  
Date