

**RESOLUTION NO. 27-2024**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON,  
APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OMAK AND  
THE OKANOGAN COUNTY PUBLIC WORKS DEPARTMENT**

**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** Okanogan County is in need of specialized equipment for cleaning of storm systems; and

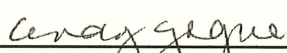
**WHEREAS**, the City of Omak has the labor and equipment resources to assist Okanogan County in this work; and

**WHEREAS**, Okanogan County 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 Okanogan County, a copy of which is attached hereto as "Exhibit A", for the cleaning of a storm line and basins, is approved. The Mayor is authorized to execute the same on behalf of the City.

**INTRODUCED AND PASSED** by the City Council of the City of Omak this 18<sup>th</sup> day of March, 2024.


**APPROVED:**

  
\_\_\_\_\_  
Cindy Gagne, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Michael D. Howe, City Attorney

# MEMORANDUM

To: Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: March 18, 2024

Subject: **Resolution No. 27-2024** Approving Interlocal Agreement with Okanogan County

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The Attached Resolution No. 27-2024, **A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING AN AGREEMENT Interlocal Agreement with Okanogan County**, is forwarded for your consideration.

This resolution is a interlocal Agreement with Okanogan County to use our Vac Truck and qualified employees to clean storm water systems. The labor and equipment cost will be tracked through PubWorks and billed to Okanogan County after the work is completed.

We are requesting approval of this resolution.

**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 Okanogan County, 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, Okanogan County, is in need of the City of Omak's assistance to:

**Cleaning catch basins, storm pipe and culverts**

NOW, THEREFORE, the parties agree as follows:

1. **PURPOSE:** The purpose of this agreement is to establish mutual aid to Okanogan County, 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 Okanogan County, 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.

<b>Vac Truck Hourly Rate:</b>	<b>\$88.50</b>
<b>Operator Hourly Rate:</b>	<b>\$53.91</b>

4. **PAYMENT:** Payment for these services will be billed to Okanogan County, 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.

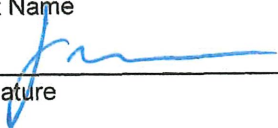
9. HOLD HARMLESS: Each party shall be liable and responsible for the consequence of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation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

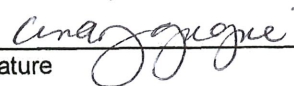
10. SEVERABILITY: Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

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.

APPROVED, Okanogan County,

APPROVED, CITY OF OMAK:

Josh Thomson  
Print Name  
  
Signature  
Okanogan Co. Engineer/ P.W. Director  
Title  
3/11/24  
Date

Cindy Gagne'  
Print Name  
  
Signature  
Mayor  
Title  
March 18, 2024  
Date