

MAY 09 2011

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

THIS AGREEMENT is between the CITY OF OMAK, a political subdivision of the State of Washington, and the Town of Conconully, 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 Conconully is in need of the City of Omak's assistance for sandbagging in the case of flooding.

NOW, THEREFORE, the parties agree as follows:

1. **PURPOSE:** The purpose of this agreement is to establish mutual aid to the Town of Conconully 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 Conconully, 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: 1988 F750 Dump Truck/Sander
HOURLY RATE: \$59.58

OPERATOR HOURLY RATE: N/A

4. **PAYMENT:** Payment for these services will be billed to the Town of Conconully, 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.

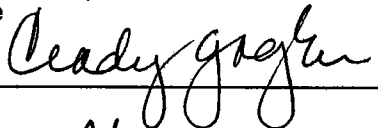
11. VENUE: The Parties agree that in the event that litigation should arise from this agreement, the venue shall lie in Okanogan County, and the prevailing party shall be entitled to recovery of the costs of litigation, including reasonable attorney's fees.

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 Conconully

APPROVED, CITY OF OMAK:

SAM MARTIN
Print Name

Signature
Mayor
Title
5-5-11
Date

CINDY GAGNE
Print Name

Signature
Mayor
Title
5.3.11
Date