

**INTERLOCAL AGREEMENT  
BETWEEN THE CITIES OF OMAK AND OROVILLE  
PROVIDING FOR MOSQUITO SPRAYING**

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This Interlocal Agreement, made and entered into this 20th day of June, 2011, pursuant to the Interlocal Cooperation Act, RCW 39.34, by and between the **City of Omak**, a municipal corporation of the State of Washington, hereinafter referred to as "**Omak**", and the **City of Oroville**, a municipal corporation of the State of Washington, hereinafter referred to as "**Oroville**".

**Recitals**

**Whereas**, RCW 39.34.080, a section of the Interlocal Cooperation Act, authorizes one city to contract with another to perform any function that each city is authorized by law to perform. Under this statute, one city is authorized to act as agent or contractor for one or more cities or other public entities; and

**Whereas**, RCW 39.34.030, another section of the Interlocal Cooperation Act, authorizes cooperative action, including joint purchases, by different governmental entities providing that such purchases are in compliance with the purchasing statutes, including the bid laws applicable to each city; and

**Whereas**, both Omak and Oroville are Code Cities and are covered by the same purchasing and bid laws; and

**Whereas**, Oroville is desirous of "piggybacking" in order to purchase mosquito spraying services based upon Omak's call for bids and subsequent contract; and

**Whereas**, subsequent "piggybacking" agreements are authorized by the above set forth statutes; and

**Whereas**, Gravel Flat Crop Dusting LLC was the low bidder in Omak's competitive bid process; and

**Whereas**, the Oroville has contacted the low bidder who has agreed to allow Oroville to be added to the acreage to be sprayed at the same rate,

Now, Therefore,

**It is hereby agreed between the parties as follows:**

1. The purpose of this Agreement is to allow Oroville to purchase mosquito spraying services for the summer of 2011 pursuant to the competitive bid process conducted by Omak.

2. This Agreement shall take effect upon the execution of same by both cities and shall remain in effect for the 2011 mosquito spraying season only.

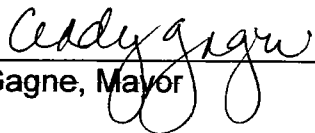
3. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

4. Omak shall not be obligated or liable in any way for the purchase of mosquito spraying services by Oroville. Each city shall pay for its respective services as separately billed by Gravel Flat Crop Dusting LLC.

5. Each city hereby waives any conflict of interest due to the fact that both are represented by the same City Attorney.

**In Witness Whereof**, the parties have caused this Agreement to be signed and attested to by their respective officers below on the date first above written.

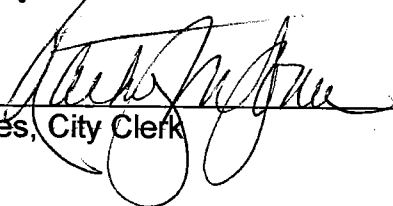
**City of Omak:**

By   
Cindy Gagne, Mayor

Attest   
Kathy Lobdell, City Clerk

**City of Oroville:**

By   
Charles Spieth, Mayor

Attest   
Kathy Jones, City Clerk