

**COPY**

**RESOLUTION NO. 58-2008**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OMAK APPROVING AN INTERLOCAL AGREEMENT WITH OKANOGAN COUNTY TO PURCHASE SAND FOR WINTER TRACTION CONTROL**

**WHEREAS**, Chapter 39.34 RCW authorizes Interlocal Cooperation Agreements between political subdivisions of the State; and

**WHEREAS**, the Okanogan County Public Works Department has a bulk stockpile of sand available locally, at a significantly lower price than commercial outlets; and

**WHEREAS**, the City is in need of sand for winter traction on City streets, and

**WHEREAS**, the County is agreeable to entering into a five year Interlocal Cooperation Agreement to allow the City to purchase this sand.

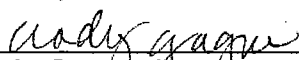
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON**, as follows:

Section 1. The Interlocal Cooperation Agreement between the City of Omak, and Okanogan County, a copy of which is attached hereto, is hereby approved.

Section 2. The Mayor is authorized and directed to execute said Interlocal Cooperation Agreement, and the City Clerk will attest to her signature.

**PASSED BY THE CITY COUNCIL** this 20<sup>th</sup> day of October, 2008.


**APPROVED:**

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

**ATTEST:**

  
\_\_\_\_\_  
Kathy Lobdell, City Clerk

**APPROVED AS TO FORM:**

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



State of Washington

In the Heart of the Okanogan

email: [kathyl@omakcity.com](mailto:kathyl@omakcity.com)

2 North Ash  
(509) 826-1170

P.O. Box 72

Omak, WA 98841

Fax: (509) 826-6531

October 22, 2008

Bob Parten, Maintenance Manager  
Okanogan County Public Works  
1234A 2<sup>nd</sup> Avenue South  
Okanogan, WA 98840

RE: 5 Year Agency Reimbursable Agreement for Sand

Dear Mr. Parten,  
Omak City Council, in regular session October 20, 2008, approved Resolution 58-2008, authorizing an agreement with Okanogan County allowing the City of Omak to purchase sand from your stock pile.

Enclosed you will find a copy of that resolution, and two City-signed originals of that agreement. Please have the appropriate persons sign both documents, returning one fully executed original to my attention.

I have also enclosed the Gravel Removal Permit form. It looks like that document would be filled out by your department, so I would appreciate a copy of it once it is completed.

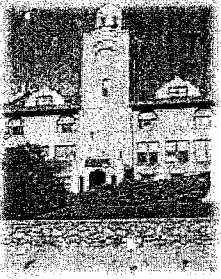
Assistant Public Works Director Chad Short will be in contact with you as to the need and timing for the sand.

Thank you for assisting us in this project.

Sincerely,

Kathy Lobdell  
City Clerk  
City of Omak

cc: Chad Short, APWD



# OKANOGAN COUNTY

Board of Commissioners

Andrew Lampe  
Commissioner District 1  
Don (Bud) Hover  
Commissioner District 2  
Mary Lou Peterson  
Commissioner District 3  
Brenda J Crowell  
Clerk of the Board

RECEIVED  
NOV 07 2008  
CITY OF OMAK

November 5, 2008

City of Omak  
P.O. Box 72  
Omak, WA 98841

RE: 5 Year Agency Reimbursable Agreement – Winter Sand

Dear Ms. Lobdell,

The Board of Okanogan County Commissioners have executed the enclosed 5 Year Agency Reimbursable Agreement. We have retained one original for our file, and we are sending the other to you for your files.

Thank you.

Sincerely,

Lanie Johns  
Deputy Clerk of the Board

**ORIGINAL**

**5 YEAR AGENCY REIMBURSABLE AGREEMENT**

THIS AGREEMENT, made and entered into this 20th day of October, 2008, by and between the Town/City/Agency of Omak, Washington a political subdivision of the State of Washington, hereinafter referred to as the "Agency" and Okanogan County.

WITNESSETH: It is hereby covenanted and agreed as follows:

1. For each project to be performed under this contract, the Agency will make written application on forms supplied by the County. The County reserves the right to deny or approve each application of the Agency on an individual basis.
2. This Agreement shall be administered by the County Director of Public Works for the County and Cindy Gagne, Mayor for the Agency.
3. The County shall provide the necessary engineering, administrative and clerical services necessary for the execution of the project or work of the Agency, and in providing such services, the County Director of Public Works may exercise all the powers and perform all the duties vested by law in the Agency.
4. The Agency hereby agrees to reimburse the County or the costs of the work performed by the County Department of Public Works based on the actual cost of labor, equipment rental, engineering, materials used in the construction or maintenance work involved, plus all costs for fringe benefits to labor, including, but not limited to, Social Security, retirement, industrial and medical aid costs, prorated sick leave, holidays and vacation time, and group medical insurance. The estimated budget for each project will be established in the written application. In addition thereto, 10 per cent (10%) of the total costs shall be added for overhead costs for accounting and billing and administrative services; provided, that the County shall submit to the Agency a certified statement of the costs and within thirty (30) days thereafter the Agency shall pay to the County the amount of said statement.
5. It is understood and agreed between the parties hereto that the Agency will hold the County harmless from all claims, losses, demands, actions, or cause of action of any nature whatsoever by reason of the performance of this Agreement by the County, except that liability arising out of an error in operations by Okanogan County. The Agency further agrees to defend, at its own expense, the County in the event that any action is brought against the County as a result of any act or activity of the County or its agents or employees because of or in any way arising out of the work to be performed under this contract.

6. The effective date of this Agreement shall be the date of execution and unless sooner terminated, as provided for herein, this Agreement shall run for a period of five (5) years therefrom and at the option of the Agency, with the consent of the Board of County Commissioners of the County, shall be renewable for successive period of not to exceed five (5) years each.

In the event that the Agency wishes to renew this Agreement for any succeeding five (5) year period or less, the Agency shall notify the County Commissioners of the County that it wishes to renew the same; otherwise such agreement shall terminate at the end of the present period.

Notwithstanding the provisions of this paragraph herein before set forth, either party may terminate this Agreement, however, upon reasonable notice to the other party. Individual projects once initiated may only be terminated by mutual agreement, or upon breach by a party.

7. The County, in the performance of work under this contract shall abide by the provisions of RCW 35.77.020, .030 and .040 and/or RCW 39.34 and/or RCW \_\_\_\_\_ whichever is applicable and WAC 136-32.

In witness whereof, the parties hereto have set their hands and seals the day and year first above written.

DATED this 4<sup>th</sup> day of November, 2008.

BOARD OF COUNTY COMMISSIONERS  
OKANOGAN COUNTY, WASHINGTON

ATTEST:

Bj. Crowell  
Brenda Crowell Clerk of the Board

\_\_\_\_\_  
Chairman

[Signature]  
Member

[Signature]  
Member

City of Omak  
NAME OF THE AGENCY

ATTEST:

Harry J. Judd  
City of Omak, Clerk  
Omak, Washington

By: Andy Gagne  
Mayor  
Title