

**INTERAGENCY AGREEMENT  
BETWEEN  
WASHINGTON DEPARTMENT  
OF FISH AND WILDLIFE  
AND  
CITY OF OMAK**

This Agreement, pursuant to RCW 39.34, is made and entered into by the Washington Department of Fish and Wildlife (WDFW) and the City of Omak (Omak), together referred to as the Parties.

By this Agreement, WDFW and Omak clarify interests, ownership, and responsibilities relating to sewer line connecting a WDFW hatchery in Omak to the Omak main sewer line.

TERMS

1. WDFW Sewer Pipeline Franchise. The Parties agree to jointly file, before the Board of County Commissioners of Okanogan County, an application to terminate Franchise No. 76-4, dated November 8, 1976; which franchise was requested by WDFW, and issued by the Okanogan County for the construction of the sewer along or under Emery Street (OCR 2587) and Omak Fish Hatchery Road (OCR 2595) hereinafter called the "Fish Hatchery Sewer Line" or "FHSL".
2. City of Omak. Upon the Board of County Commissioners of Okanogan County terminating any and all WDFW interest in Franchise No. 76-4, WDFW shall provide notice of same to Omak. Omak shall then provide WDFW certification that there are no other recorded real property interests against WDFW relating to the construction, operation and or maintenance of the Fish Hatchery Sewer Line; and Omak shall provide a written statement that there are no outstanding

claims by the City of Omak against WDFW related to the FHSL. Lastly, Omak shall provide written notice to WDFW of any other known claims, interests, liens, damages or the like related to the Fish Hatchery Sewer Line made by any person.

3. Ownership Interest in Fish Hatchery Sewer Line. Upon receipt of the certifications and notices above, and in consideration of the maintenance Omak performed since construction of the FHSL; in consideration of Omak's assumption of full responsibility for ownership, operation, and maintenance of the FHSL; and in consideration of Omak's assistance in negotiating and undertaking the terms of this Agreement, WDFW shall transfer, by written letter acknowledgment, any and all remaining interest in the Fish Hatchery Sewer Line to the City of Omak.

The Parties agree that for purposes of this Agreement the Fish Hatchery Sewer Line ends at the entrance to the Omak Fish Hatchery property. WDFW owns the sewer line on the Fish Hatchery Property.

4. Release of All Liabilities. Upon transfer of ownership interest in the Fish Hatchery Sewer Line, Omak agrees to release the WDFW from all outstanding claims, liabilities and obligations arising under Franchise No. 76-4.
5. Independent Capacity. The employees or agents of each party who are engaged in the performance of this agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

6. Agreement Alterations and Amendments. This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
7. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
8. All Writings Contained Herein. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

(Signature)

(Typed Name/Position)

City of Omak

(Date)

12/7/00

(Signature)

(Typed Name/Position)

Washington Department of Fish  
and Wildlife

(Date)

3-21-01

**RESOLUTION NO. 29-00**

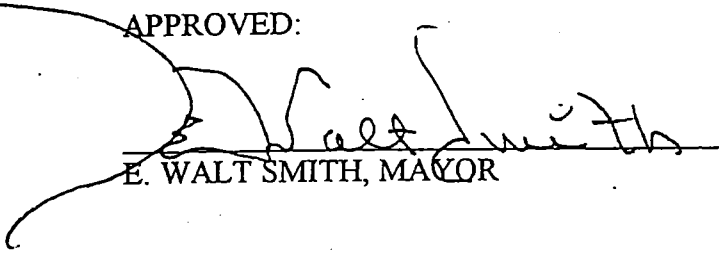
**A RESOLUTION Interagency Agreement between the WA Dept. of Fish and Wildlife and the City of Omak for sewer line.**

THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON, DO

HEREBY RESOLVE that the agreement attached hereto (Sewer Line Agreement) between the CITY OF OMAK, a municipality of the State of Washington, and WA Dept. of Fish and Wildlife, a department of the State of Washington, is hereby approved, and the Mayor is hereby authorized and directed to execute the same for and on behalf of the City; and that the City Clerk is authorized and directed to attest his signature.

INTRODUCED AND PASSED THIS 4<sup>th</sup> day December, 2000.

APPROVED:

  
E. WALT SMITH, MAYOR

ATTEST:

  
TRISH BUTLER, CLERK/TREASURER

APPROVED AS TO FORM:

  
MICHAEL D. HOWE, CITY ATTORNEY

### Termination of Franchise No. 76-4

**THIS AGREEMENT** made and entered in by and between State of Washington Department of Game now called Department of Fish and Wildlife and Okanogan County, State of Washington, a municipal corporation.

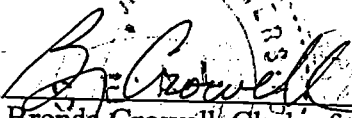
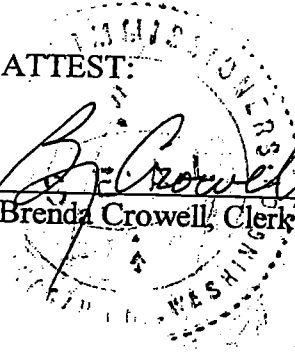
**WEREAS**, there presently exist an Franchise agreement by and between the parties hereto dated November 8<sup>th</sup> 1976, and

**WEREAS**, a franchise to construct, operate, and maintain a Sewer Pipe Line upon a portion of County Road No. 2587 Emery Street and 2595 Omak Fish Hatchery

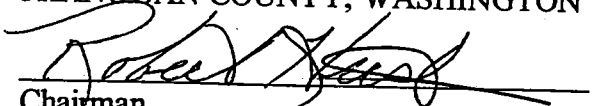
**IT IS UNDERSTOOD AND AGREED**, that now called Department of Fish and Wildlife will not be responsible or liable for said Sewer Pipe Line

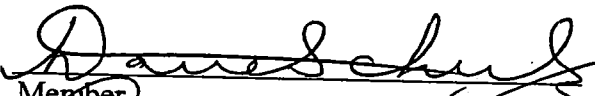
**NOW THEREFORE**, it is understood and agreed that Franchise No. 76-4 will be terminated at this date.

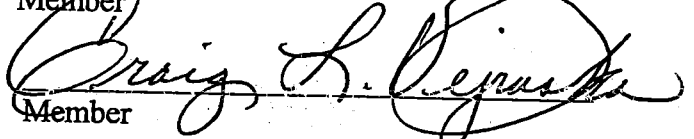
DATE this 23rd day of JANUARY, 2001

ATTEST:  
  
Brenda Crowell, Clerk of the Board  


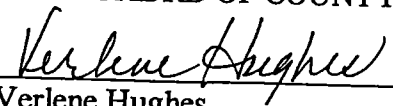
APPROVED:  
BOARD OF COUNTY COMMISSIONERS  
OKANOGAN COUNTY, WASHINGTON

  
Chairman

  
Member

  
Member

ACCEPTED SUBJECT TO APPROVAL BY  
THE BOARD OF COUNTY COMMISSIONERS

  
Verlene Hughes,  
Planning & Right of Way Technician