

RESOLUTION NO. 07-2018

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AN
INTERLOCAL AGREEMENT BETWEEN THE CITY OF OMAK AND THE
OKANOGAN COUNCIL OF GOVERNMENTS**

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, the Okanogan Council of Governments (OCOG) was formed for the purpose of studying regional problems of mutual concern and serve as a Regional Transportation Planning Organization(RTPO); and

WHEREAS, the public benefits by the participation in regional planning activities; and

WHEREAS, this interlocal agreement provides for the participation in this regional planning organization.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Omak that the Interlocal Agreement between the City of Omak and the Okanogan Council of Governments, attached hereto as "Exhibit A", for regional planning activities is approved. The Mayor is authorized to execute said agreement on behalf of the City.

INTRODUCED AND APPROVED by the City Council of the City of Omak this 2nd day of January, 2018.

APPROVED:

Cindy Gagne
Cindy Gagne, Mayor

ATTEST:

Connie Thomas
Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe
Michael D. Howe, City Attorney

EXHIBIT A

INTERLOCAL AGREEMENT
OF
OKANOGAN COUNCIL OF GOVERNMENTS

THIS INTERLOCAL AGREEMENT, hereinafter "Agreement," is made and entered into this ___ day of _____, 2018, by and between the public agencies and entities listed in Section 6 herein, and hereinafter referred to as the "parties."

RECITALS

A. The Washington Interlocal Cooperation Act, RCW 39.34, authorizes public agencies to contract with other public agencies by way of interlocal agreements that enable cooperation among the agencies to perform governmental activities and deliver public services.

B. RCW 36.64 authorizes the boards of county commissioners of any county and the governing body of any cities and/ or towns within said counties to establish and organize a regional agency for the purposes of studying regional and governmental problems of mutual interest and concern, including but not limited to, facility studies on highways, transit, airports, ports or harbor development, water supply and distribution, codes and ordinances, governmental finances, flood control, air and water pollution, recommendations of sites for schools and educational institutions, hospitals and health facilities, parks and recreation, public buildings, land use and drainage; and, to formulate recommendations for review and action by such member county and/ or cities' and towns' legislative bodies.

C. RCW 47.80 authorizes the formation of a Regional Transportation Planning Organization (RTPO) by voluntary association of local governments within a county provided the RTPO shall:

- (1) Encompass at least one complete county;
- (2)(a) Have a population of at least one hundred thousand, (b) have a population of at least seventy-five thousand and contain a Washington state ferries terminal, (c) have a population of at least forty thousand and cover a geographic area of at least five thousand square miles, or (d) contain a minimum of three counties; and
- (3) Have as members all counties within the region, and at least sixty percent of the cities and towns within the region representing a minimum of seventy-five percent of the cities' and towns' population.

The Washington State Department of Transportation must verify that each RTPO conforms with the requirements of this paragraph C .

In urbanized areas, the RTPO is the same as the metropolitan planning organization designated for federal transportation planning purposes.

D. The Okanogan County Public Works Department, Okanogan County Transportation & Nutrition, and the Confederated Tribes of the Colville Reservation are not defined under RCW 36.64 and RCW 47.80 as being authorized to participate in a regional agency for the purposes of studying regional and governmental problems of mutual interest and concern or RTPO, but nonetheless are desirous of entering into this Agreement and be bound by its terms.

E. The parties are desirous of entering into this Agreement outlining the procedure for the establishment and maintenance of a regional agency for the purposes of studying regional and governmental problems of mutual interest and concern as authorized under RCW 36.64, and serve as a RTPO and lead planning agency as authorized under RCW 47.80.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. Name and Purpose. The name of such regional agency for the purposes of studying regional and governmental problems of mutual interest and concern as authorized under RCW 36.64, and to serve as a RPTO under RCW 47.80 and lead planning agency under RCW 47.80.023 shall be the Okanogan Council of Governments, herein after "Council." The purpose of the Council is to define, discuss and plan the future of the region and of Council's relationship with local and regional governments that surround the Council, including the districts and province of British Columbia, Canada, and to perform the required planning of a RPTO under RCW 47.80. Such areas of mutual interest and concern include, but are not limited to, facility studies on highways, transit, airports, ports or harbor development, water supply and distribution, codes and ordinances, governmental finances, flood control, air and water pollution, recommendation of sites for schools and educational institutions, hospitals and health facilities, parks and recreation, public buildings, land use and drainage; and, to formulate recommendations for review and action by the parties, as well as the planning required of a RPTO under RCW 47.80.

As its initial and top priority, the Council will develop and implement an ongoing transportation planning program that performs the same functions as a MPO and meet the statutory requirements of a RPTO operating within the State of Washington. In addition, the Council will identify areas of mutual interest, resolve conflict, ensure ideas and plans among the parties, as well as develop, merge and implement programs in the interest of the efficient use of public resources.

Recognizing that coordinated transportation planning of Okanogan County, the cities and towns, Washington State Department of Transportation, the ports, transit districts, and other jurisdictions are necessarily interwoven and interdependent and that the interests of all citizens will best be served by coordinated, cooperative, and comprehensive transportation planning, the Council, acting as the RTPO, is established to facilitate such appropriate coordination and cooperation and provide for continuing area wide transportation planning in accordance with Section 3, herein.

The Council, acting as the RTPO, is neither intended to, nor is it authorized to, supersede the authority vested in Okanogan County, cities and towns, , Washington State Department of Transportation (WSDOT) or Washington State Transportation Commission, but is intended to meet the prerequisites of RCW 47.80 and Chapter 468-86 WAC.

2. Authority. The authority of the Council is pursuant to RCW 36.64 and RCW 47.80. The Council shall adopt Articles of Association and Bylaws, establish an Executive Board, select a Chair, and such other officers as they determine, and may employ and discharge such agents and

employees as the officers deem convenient to carry out the purposes of the Council. The duties of the Council, as the RTPPO shall be as follows:

- (a) To perform the functions of a RTPPO as set forth in RCW 47.80 and WAC 468-86 as currently adopted or as amended, specifically:
 - (1) To prepare and periodically update a transportation strategy for the region. The strategy shall address alternative transportation modes and transportation demand management measures in regional corridors and shall recommend preferred transportation policies to implement adopted growth strategies.
 - (2) To prepare a regional transportation plan as set forth in RCW 47.80.030 that is consistent with countywide planning policies and with Okanogan County, city, and town comprehensive plans, and state transportation plans.
 - (3) To certify that the transportation elements of comprehensive plans adopted by Okanogan County, cities, and towns within the region to reflect the guidelines and principles developed pursuant to RCW 47.80.026, are consistent with the adopted regional transportation plan, and where appropriate, conform with the requirements of RCW 36.70A.070.
 - (4) Where appropriate, to certify that countywide planning policies adopted under RCW 36.70A.210 and the adopted regional transportation plan are consistent.
 - (5) To develop, pursuant to the requirements in RCW 47.80.023(5), in cooperation with WSDOT, operators of public transportation services and local governments within the region, a six-year regional transportation improvement program which proposes regionally significant transportation projects and programs and transportation demand management measures. The program shall be updated at least every two years for the ensuing six-year period.
 - (6) To include specific opportunities and projects to advance special needs coordinated transportation, as defined in RCW 47.06B.012, in the coordinated transit-human services transportation plan, after providing opportunity for public comment.
 - (7) To designate a lead planning agency to coordinate preparation of the regional transportation plan and carry out the other responsibilities of the organization.
 - (8) To review level of service methodologies used by Okanogan County and cities and towns if planning under RCW 36.70A to promote a consistent regional evaluation of transportation facilities and corridors.
 - (9) To work with Okanogan County, cities and towns, transit agencies, WSDOT and others to develop level of service standards or alternative transportation performance measures.

- (10) To submit to the agency council on coordinated transportation, as provided in RCW 47.06B, and every four years thereafter, an updated plan that includes the elements identified by the Council, and every two years a prioritized regional human service and transportation project list.
- (b) To administer regional transportation funding programs.
- (c) To participate in the development and maintenance of transportation related information necessary to support the functions and responsibilities of the RTPPO.
- (d) To promote the regional transportation interests, plans and projects to local, state and federal public and private entities.
- (e) To create committees as necessary to advise the Executive Board on regional transportation related matters. At a minimum this shall include the Technical Advisory Committee (TAC) whose composition and responsibilities shall be defined by the Executive Board.
- (f) To comply with any other transportation planning requirement set forth in RCW 47.80 not otherwise mentioned above.
- (g) To perform such other transportation planning and program related functions as the Executive Board may hereinafter determine to be in the best interests of the RTPPO in carrying out the duties of the RTPPO and the members thereof, which are consistent with the terms of this Agreement and related federal and state law.

3. JURISDICTIONAL AND TRANSPORTATION PLANNING AREA DEFINED

The Council's jurisdictional area shall consist of all incorporated and unincorporated areas of Okanogan County in Washington State.

The Council is authorized to contract generally and to enter into any contract with the federal government, the state, any municipal corporation and/ or other governmental agency for the purpose of conducting the study of regional problems of mutual concern and transportation planning under RCW 47.80, and shall have the power to receive grants and gifts in furtherance of the program. The Council may retain consultants and legal counsel if deemed advisable.

Formation of the Council is hereby declared to be a public purpose, and any municipal corporation that is a party may contribute to the expenses of such Council pursuant to the budgetary laws of the municipal corporation and such Bylaws as may be adopted by the Council. In addition, service and facilities may be provided by a municipal corporation in lieu of assessment.

4. Duration. This Agreement shall commence upon full execution by all parties herein, and shall continue perpetually unless terminated as provided in Section 5 below.

5. Termination. The parties agree that this Agreement may be terminated by unanimous consent of all of the parties. In addition, an individual party may withdraw from participation in this

Agreement upon giving 90 days written notice to the Council; provided, that upon termination or withdrawal, any assessment or dues levied or owed against such party shall be required to be paid in full. This requirement to pay assessments or dues levied or owing requires that a withdrawing party shall be required to pay all assessments or dues levied during the period of time the withdrawing party was a party to the Agreement and through the first December 31 which occurs following the 90 day written notice of the withdrawing party.

6. Acquisition/Disposition of Property. The parties agree that any real or personal property acquired by the Council with monies made available to the Council by any source shall be and remain the sole property of the Council upon acquisition. Upon termination of this Agreement, such real or personal property shall become the property of Okanogan County, to be used in the perpetuation of the purpose as set forth herein.

7. Membership. The following public agencies are voting members of the Council:

City of Brewster (Mayor or designee)

City of Okanogan (Mayor or designee)

City of Omak (Mayor or designee)

City of Oroville (Mayor or designee)

City of Pateros (Mayor or designee)

City of Tonasket (Mayor or designee)

Okanogan County Board of Commissioners (Commissioner or designee)

Okanogan County Transit Authority (Board Chair or designee)

Town of Conconully (Mayor or designee)

Town of Coulee Dam (Mayor or designee)

Town of Elmer City (Mayor or designee)

Town of Nspelem (Mayor designee)

Town of Riverside (Mayor or designee)

Town of Twisp (Mayor or designee)

Town of Winthrop (Mayor or designee)

The following entities are also voting members of the Council:

Okanogan County Public Works Department (County Engineer or director)

Okanogan County Transportation & Nutrition (Board Chair or designee)

Confederated Tribes of the Colville Reservation (Chairperson or designee)

Any members of Washington State House of Representatives or Senate serving the area of jurisdiction of the Council designated herein shall be ex officio non-voting members of the Council.

8. Compliance with Laws. The parties agree to observe all applicable federal, state and local laws, ordinances and regulations to the extent they may have any bearing on performing any purposes as set forth in this Agreement. . Additionally, the parties agree to comply with all applicable funding requirements and funding audit requirements in conjunction with performing the purposes established herein.

9. Notice. Any notice called for or provided for in this Agreement shall be in writing and must be mailed by certified mail, return receipt requested, to the Council at its designated address. Notices sent by certified mail shall be deemed delivered when deposited in the United States Mail, postage prepaid.

10. Assessments and Fees. Dues and/or fees may be assessed annually of all parties. Such dues or assessments shall be established by a two-thirds (2/3) majority of the voting members.. Additional dues and assessments may be requested from select parties for special projects specific only to those select parties, subject to the requirement for approval by unanimous vote of the select members involved in the special project.

11. Financing. In the event that financing for the establishment and maintenance of a budget is necessary for the Council, such financing and maintenance of a budget shall be adopted by a two-thirds (2/3) majority vote of the voting members.. Except as otherwise provided in this Agreement, each party shall be responsible for the financing of any of its contractual obligations and its normal budgetary process.

12. Modification. No modification or amendment of this Agreement shall be valid unless the same is reduced to writing and executed by all parties with the same formalities as the present Agreement.

13. All Writings Contained Herein. This Agreement contained all of the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. The parties have read and understand all of this Agreement, and state that no representation, promise or agreement not expressed in this Agreement has been made to induce the parties to execute the same.

14. Parties Bound. The parties do hereby agree that they shall be bound by the Bylaws, or amendments thereto, or any other resolutions duly adopted by the Council.

15. RCW 39.34 Required Clauses.

- A. Duration: See Section 4 above.
- B. The Organization, Composition and Nature of the Council: See Sections 1 and 7 above.
- C. Purpose: See Section 1 above.
- D. Manner of Financing and Maintaining a Budget: See Section 11above.

E. Termination and Disposition of Property: See Section 5 above.

F. Agreement to be Filed: This Agreement shall be filed with the Okanogan County Auditor upon full execution.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF BREWSTER

BY: _____

Art Smyth, Mayor

ATTEST:

BY: _____

Misty Ruiz, Clerk-Treasurer

CITY OF OKANOGAN

BY: _____

Jon Culp, Mayor

ATTEST:

BY: _____

Craig Attwood, Clerk-Treasurer

CITY OF OMAK

BY: _____

Cindy Gagne, Mayor

ATTEST:

BY: _____
Connie Thomas, Clerk-Treasurer

CITY OF OROVILLE

BY: _____
Jon Neal, Mayor

ATTEST:

BY: _____
JoAnn Denney, Clerk-Treasurer

CITY OF PATEROS

BY _____
Carlene Anders, Mayor

ATTEST:

BY: _____
Kerri Wilson, Clerk-Treasurer

CITY OF TONASKET

BY _____
Mayor

ATTEST:

BY: _____
Alice Attwood, Clerk-Treasurer

OKANOGAN COUNTY BOARD OF COMMISSIONERS

BY _____
James DeTro, Commissioner

BY _____
Chris Branch, Commissioner

BY _____
Andy Hover, Commissioner

ATTEST:

BY: _____
Laleña Johns, Clerk

OKANOGAN COUNTY TRANSIT AUTHORITY

BY _____
Cindy Gagne, Board Chairperson

ATTEST:

BY: _____
Melanie Carroll, Clerk of the Board

OKANOGAN COUNTY TRANSPORTATION & NUTRITION

BY _____
Jennifer Fitzthum, Executive Director

ATTEST:

BY: _____
OCSCA Board

TOWN OF CONCONULLY

BY _____
Sam Martin, Mayor

ATTEST:

BY: _____
Nancy Velasquez, Clerk-Treasurer

TOWN OF COULEE DAM

BY _____
Mayor

ATTEST:

BY: _____
Stefani Bowden, Clerk

TOWN OF ELMER CITY

BY _____
Gail Morin, Mayor

ATTEST:

BY: _____
Gary Benton, Clerk-Treasurer

TOWN OF NESPELEM

BY _____
Brian Nanamkin, Mayor

ATTEST:

BY: _____
Trisha Davis-Stacy, Clerk-Treasurer

TOWN OF RIVERSIDE

BY _____
Mayor

ATTEST:

BY: _____
Clerk-Treasurer

TOWN OF TWISP

BY _____
Soo Ing-Moody, Mayor

ATTEST:

BY: _____
Jackie Moriarty, Clerk-Treasurer

TOWN OF WINTHROP

BY _____
Sally Ranzau, Mayor

ATTEST:

BY: _____
Michelle Gaines, Clerk-Treasurer

OKANOGAN COUNTY PUBLIC WORKS DEPARTMENT

BY _____
Josh Thompson, P.E.

ATTEST:

BY: _____

CONFEDERATED TRIBES OF THE COLVILLE RESERVATION

BY _____

ATTEST:

BY: _____