

RESOLUTION No. 40-2015

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING MEMBERSHIP OF THE CITY OF OMAK IN THE OKANOGAN COUNCIL OF GOVERNMENTS

WHEREAS, the cities in Okanogan County were once a part of the North Central Regional Transportation Planning Organization; and

WHEREAS, changes in the population of Chelan and Douglas Counties resulted in those two Counties forming a Metropolitan Transportation Organization, and leaving Okanogan County entities without a Regional Transportation Planning Organization to perform the regional transportation planning function; and

WHEREAS, at the suggestion of the Department of Transportation, the cities, county and tribal government in Okanogan County have been working to form a Council of Governments to fill the role of Regional Transportation Planning and such other cooperative and joint efforts as may be in the best interests of the member governments; and

WHEREAS, the City Council passed Resolution No. 40-2014 on May 19, 2014 supporting the formation of a Council of Governments, and appointing representatives to work on the committee for the purpose of creating Articles of Association and Bylaws for consideration by the City Council of the City of Omak; and

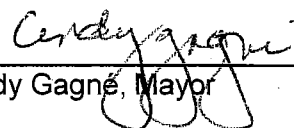
WHEREAS, the Council of Governments has created an Interlocal Agreement which defines the purpose of the Council of Governments and its operation under the Washington Interlocal Cooperation Act, RCW 39.34.

NOW, THEREFORE BE IT RESOLVED by the Omak City Council that membership in the Okanogan Council of Governments is hereby approved, and the Interlocal Agreement of Okanogan Council of Governments attached hereto as Exhibit "A" is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute the same for and on behalf of the City and the City Clerk is authorized and directed to attest her signature.

INTRODUCED AND PASSED this 16th day of November, 2015.

APPROVED:

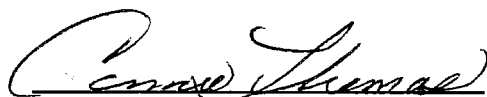


Cindy Gagné, Mayor

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

ATTEST:



Connie Thomas, Deputy Clerk

Resolution No. 40-2015
Exhibit "A"

**INTERLOCAL AGREEMENT
OF
OKANOGAN COUNCIL OF GOVERNMENTS**

THIS INTERLOCAL AGREEMENT, hereinafter "Agreement," is made and entered into this 16 day of November, 2015, 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. 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 as being authorized to participate in a regional agency for the purposes of studying regional and governmental problems of mutual interest and concern, but nonetheless are desirous of entering into this Agreement and be bound by its terms.

D. The parties are desirous of entering into this Agreement outlining the procedure for the establishment and maintenance of a regional agency for the purpose of studying regional and governmental problems of mutual interest and concern.

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 shall be the Okanogan Council of Governments, hereinafter "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. 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 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 a regional transportation planning organization 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.

2. Authority. The authority of the Council is pursuant to RCW 36.64. The Council shall adopt Articles of Association and Bylaws, 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 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 shall have the power to receive grants and gifts in furtherance of the program. The Council may retain consultants 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.

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

4. 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 provision is a continuing covenant upon each party, regardless of the termination of this Agreement, or the withdrawal of any party.

5. 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.

6. 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 Nespelam (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)

7. 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 Section 1 above. Additionally, the parties agree to comply with all applicable funding requirements and funding audit requirements in conjunction with performing the purposes established in Section 1 above.

8. 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.

9. 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 parties. 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 a two-thirds (2/3) majority of the voting parties.

10. 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 parties. 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.

11. 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.

12. 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.

13. 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.

14. RCW 39.34 Required Clauses.

A. Duration: See Section 3 above.

B. The Organization, Composition and Nature of the Council: See Sections 1 and 6 above.

C. Purpose: See Section 1 above.

D. Manner of Financing and Maintaining a Budget: See Section 10 above.

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 _____
Jan May, Mayor

ATTEST:

By: _____
Misty Ruiz, Clerk-Treasurer

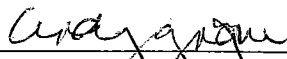
CITY OF OKANOGAN

By: _____
Jon Culp, Mayor

ATTEST:

By: _____
Craig Attwood, Clerk-Treasurer

CITY OF OMAK

By:  _____
Cindy Gagne, Mayor

ATTEST:

By:  _____
Kathy Lobdell, Clerk-Treasurer

CITY OF OROVILLE

By: _____
Charles Spieth, Mayor

ATTEST:

By: _____
JoAnn Denney, Clerk-Treasurer

CITY OF PATEROS

By: _____
George Brady, Mayor

ATTEST:

By: _____
Kerri Wilson, Clerk-Treasurer

CITY OF TONASKET

By: _____
Patrick Plumb, Mayor

ATTEST:

By: _____
Alice Attwood, Clerk-Treasurer

OKANOGAN COUNTY BOARD
OF COMMISSIONERS:

By: _____
James DeTro, Commissioner

By: _____
Sheilah Kennedy, Commissioner

By: _____
Ray Campbell, Commissioner

ATTEST:

By: _____
Brenda Crowell, Clerk

OKANOGAN COUNTY TRANSIT AUTHORITY

By: _____
Cindy Gagne, Board Chairperson

TOWN OF CONCONULLY

By: _____
Sam Martin, Mayor

ATTEST:

By: _____
Nancy Velasquez, Clerk-Treasurer

TOWN OF COULEE DAM

By: _____
Greg Wilder, Mayor

ATTEST:

By: _____
Stefani Bowden, Clerk-Treasurer

TOWN OF ELMER CITY

By: _____
Gail Morin, Mayor

ATTEST:

By: _____
Renee Tillman, Clerk-Treasurer

TOWN OF NESPELEM

By: _____
Brian Nanamkin, Mayor

ATTEST:

By: _____
Trisha Davis-Stacy, Clerk-Treasurer

TOWN OF RIVERSIDE

By: _____
Margie Mefford, Mayor

ATTEST:

By: _____
Sharma Dickinson, Clerk-Treasurer

TOWN OF TWISP

By: _____
Soo Ing-Moody, Mayor

ATTEST:

By: _____
Jackie Moriarty, Clerk-Treasurer

TOWN OF WINTHROP

By: _____
Sue Langdalen, Mayor

ATTEST:

By: _____
Michelle Gaines, Clerk-Treasurer

OKANOGAN COUNTY PUBLIC WORKS DEPT.

By: _____
Printed name: _____
Title: _____

OKANOGAN COUNTY TRANSPORTATION &
NUTRITION

By: _____
Printed name: _____
Title: _____

CONFEDERATED TRIBES OF THE
COLVILLE RESERVATION

By: _____
Jim Boyd, Council Chairman