

RESOLUTION NO. 28-2015

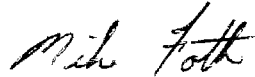
 **COPY**

**A RESOLUTION APPROVING MEMBERSHIP OF THE CITY OF OMAK,  
WASHINGTON IN THE OKANOGAN COUNCIL OF GOVERNMENTS, AND  
APPROVING THE INTERLOCAL AGREEMENT OF OKANOGAN  
COUNCIL OF GOVERNMENTS**

**BE IT RESOLVED** by the City Council of the City of Omak, Washington, that membership in the Okanogan Council of Governments (OCOG) is hereby approved, and the Interlocal Agreement of Okanogan Council of Governments, a copy of which is attached hereto as Exhibit "A", and incorporated herein as though fully set forth is hereby approved. The Mayor is hereby authorized and directed to execute the same for and on behalf of the City of Omak and the Clerk is authorized and directed to attest her signature.


**INTRODUCED AND PASSED** this 20th day of July, 2015.

**APPROVED:**




\_\_\_\_\_  
Cindy Gagne, Mayor Pro-Tem

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

 ORIGINAL

**INTERLOCAL AGREEMENT  
OF  
OKANOGAN COUNCIL OF GOVERNMENTS  
\*\*\*\*\***

**THIS INTERLOCAL AGREEMENT**, hereinafter "Agreement," is made and entered into this ~~20th~~ day of July, 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.

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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 Nespelem (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: Mike Foth  
~~Cindy Gagne~~, Mayor Pro-Tem

ATTEST:

By: Kathy Lobden  
Kathy Lobden, 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