RESOLUTION No. 2026-10

A RESOLUTION ADOPTING AMENDED OKANOGAN COUNCIL OF GOVERNMENTS (OCOG) INTERLOCAL AGREEMENT

WHEREAS, the City of Okanogan, a municipal corporation of the State of Washington, supports regional transportation and land use planning; and

WHEREAS, the City of Okanogan supports the work of the Okanogan Council of Governments (OCOG); and

WHEREAS, OCOG has amended its Interlocal Agreement; and

WHEREAS, the amended Interlocal Agreement complies with the requirements of Chapter 39.34 RCW (Interlocal Cooperation Act); and

WHEREAS, it is necessary and appropriate to amend the Interlocal Agreement, which is attached hereto and incorporated herein as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Okanogan, Washington that the Okanogan Council of Governments Amended Interlocal Agreement, attached as Exhibit A, is hereby adopted and Mayor Turner is authorized and directed to sign the Agreement.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OKANOGAN this 20th day of October, 2026.

APPROVED:

Wayne L. Turner

Wayne L. Turner, Mayor

ATTEST:

Jessica Blake, City Clerk-Treasurer

EXHIBIT A

INTERLOCAL AGREEMENT

OF

OKANOGAN COUNCIL OF GOVERNMENTS

Amended June 23, 2026

THIS INTERLOCAL AGREEMENT, hereinafter "Agreement", is made and entered into 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, Chapter 39.34 RCW, 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. Chapter 36.64 RCW, including RCW 36.64.080–36.64.110 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. Chapter 47.80 RCW 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 Chapters 36.64 and 47.80

RCW 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 Chapter 36.64 RCW, and serve as a RTPO and lead planning agency and authorized under Chapter 47.80 RCW.

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 Chapter 36.64 RCW, and to serve as a RTPO under Chapter 47.80 RCW and designated lead planning agency under Chapter 47.80.023 RCW 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 the 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 an RTPO under Chapter 47.80 RCW. 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 RTPO under Chapter 47.80 RCW.

As its initial and top priority, the Council will develop and implement an ongoing transportation planning program that meets the statutory requirements of an RTPO operating within the State of Washington. In addition, the Council will identify areas of mutual interest, resolve conflicts, ensure alignment of ideas and plans among the parties, and 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 town, Washington State Department of Transportation (WSDOT), 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, WSDOT or Washington State Transportation Commission, but is intended to meet the prerequisites of Chapter 47.80 RCW 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 and 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 RTPO, shall be as follows:

(a) To perform the functions of a RTPO as outlined 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 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 RTPO.

(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 Council.

(f) To comply with any other transportation planning requirement set forth in Chapter 47.80 RCW 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 RTPO in carrying out the duties of the RTPO 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 and the Confederated Tribes of the Colville Reservation will cooperate and coordinate all projects within tribal lands in the County.

The Council is authorized to contract generally and to enter into any contract with the federal government, the Colville Tribes, 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 Chapter 47.80 RCW, 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 Bylaws and may be adopted by the Council. In addition, services 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. Provided, that if any of the parties listed below do not consent to participate in this Agreement, then the signature of the consenting parties shall constitute commencement of this Agreement as it relates only to the consenting parties, 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 period of 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 Nespelem (Mayor or 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 Tribal, federal, state and local laws, ordinances and regulations to the extend 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 State 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 parties 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. The 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 no express 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 the by 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 11 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.

16. SOVEREIGN IMMUNITY. The participation in this Agreement by the Confederated Tribes of the Colville Reservation does not constitute a waiver of sovereign immunity by the Confederated Tribes of the Colville Reservation.

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

OKANOGAN COUNTY COMMISSIONERS'

DATED at Okanogan, Washington this 23 day of June 2026.

ATTEST:

COUNTY COMMISSIONERS SEAL OKANOGAN CO. WASHINGTON

Stacy Nicole McClellan,
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS OKANOGAN, WASHINGTON

Andy Hover, Chairman

Jon Neal, Member

ABSENT

Nick Timm, Member

CONFEDERATED TRIBES OF THE COLVILLE RESERVATION

BY: _____

Chairman

ATTEST:

BY: _____

Alternate OCOG member

OKANOGAN COUNTY DEPARTMENT OF PUBLIC WORKS

BY: _____

Josh Thomson, PE, Public Works Director

ATTEST:

BY: _____

Amie Staggs, OCOG Coordinator

CITY OF BREWSTER

BY: _____

Art Smyth, Mayor

ATTEST:

BY: _____

Misty Ruiz, City Clerk-Treasurer

TOWN OF CONCONULLY

BY: _____

Sam Martin, Mayor

ATTEST:

BY: _____

Tami Cochran, City Clerk-Treasurer

TOWN OF COULEE DAM

BY: _____

Bob Poch, Mayor

ATTEST:

BY: _____

Stefani Bowden, City Clerk-Treasurer

ELMER CITY

BY: _____

Jesse Tillman, Mayor

ATTEST:

BY: _____

Kelly Ross, City Clerk-Treasurer

TOWN OF NESPELEM

BY: _____

Darcy Epperson, Mayor

ATTEST:

BY: _____

Kelly Ross, City Clerk-Treasurer

CITY OF OKANOGAN

BY: _____

Wayne Turner, Mayor

ATTEST:

BY: _____

Jessica Blake, City Clerk-Treasurer

CITY OF OMAK

BY: _____

Cindy Gagne, Mayor

ATTEST:

BY: _____

Connie Thomas, City Clerk-Treasurer

CITY OF OROVILLE

BY: _____

Ed Naillon, Mayor

ATTEST:

BY: _____

JoAnn Denney, City Clerk-Treasurer

CITY OF PATEROS

BY: _____

Kelly Hook, Mayor

ATTEST:

BY: _____

Kerri Wilson, City Clerk-Treasurer

TOWN OF RIVERSIDE

BY: _____

Josh Crofoot, Mayor

ATTEST:

BY: _____

Sharma Dickinson, City Clerk-Treasurer

CITY OF TONASKET

BY: _____

Alisa Weddle, Mayor

ATTEST:

BY: _____

Merilee Nielsen, City Clerk-Treasurer

TOWN OF TWISP

BY: _____

Hans Smith, Mayor

ATTEST:

BY: _____

Randy Kilmer, City Clerk-Treasurer

TOWN OF WINTHROP

BY: _____

Robert Grim, Mayor

ATTEST:

BY: _____

Michelle Gaines, City Clerk-Treasurer

OCTN

BY: _____

Jennifer Fitzhum, Executive Director

ATTEST:

BY: _____

Bobby Watkins, alternate OCOG member

OCTA/TRANGO

BY: _____

Brent Timm, General manager

ATTEST:

BY: _____

Cindy Isom, Clerk of the Board