

## **INTERLOCAL AGREEMENT BETWEEN THE CITY OF OMAK AND THE CITY OF OKANOGAN FOR 2023 MAINTENANCE PROJECT**

THIS AGREEMENT is between the CITY OF OMAK, a political subdivision of the State of Washington, and the CITY OF OKANOGAN, a political subdivision of the State of Washington.

### **WITNESSETH:**

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, the City of Omak and the City of Okanogan have a need for contracted pavement maintenance services, and

WHEREAS efficiency and cost savings can be realized by combining the individual pavement maintenance needs of the two cities, and

WHEREAS, the Washington State Transportation Improvement Board has funding and is in support of an interagency Maintenance Project between the City of Omak and the City of Okanogan; and

WHEREAS, the City of Okanogan is willing to take the position of "Lead Agency" and provide all necessary administration for the completion of the 2023 Maintenance Project.

NOW, THEREFORE, the parties agree as follows:

1. **PURPOSE:** The purpose of this agreement is to establish interlocal cooperation agreement between the City of Omak and the City of Okanogan to complete a TIB funded street preservation project within both cities.
2. **SCOPE:** This agreement shall allow the following activities:
  - A. The City of Okanogan will enter into all necessary agreements for the compliance and completion of the 2023 TIB Maintenance Project that will include work within the City of Omak and the City of Okanogan. The project is expected to include services for design, bid, award, contract administration and construction.
  - B. Each City will be responsible for assisting the project manager and ensuring the work within their jurisdiction is completed satisfactorily. All contracting questions shall be routed through the City of Okanogan appointed project manager.
  - C. To the extent possible, specific work within each jurisdiction will be delineated for payment by the respective jurisdiction. Other costs will be mutually shared based on services provided.
3. **COST:** This project is funded by the Transportation Improvement Board through individual grants awarded to each of the cooperating jurisdictions. The City of Okanogan will pay for all contracted services. The City of Omak will reimburse the City of Okanogan for all delineated and mutual services provided. All costs that exceed grant funding will be agreed upon by both parties and paid by the benefiting jurisdiction.

4. **PAYMENT:** Payment for these services will be billed to the City of Omak, upon completion of the project, and payment must be received within thirty (30) days of receipt.

5. **DURATION OF AGREEMENT – TERMINATION:** This agreement shall remain in force until the project described above has ended, or until cancelled by either party in writing.

6. **COMPLIANCE WITH LEGAL REQUIREMENT:** Each party accepts responsibility for compliance with federal, state, or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services.

7. **FILING:** Executed copies of this agreement shall be filed, or alternatively, listed by subject on a public agency's website, as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

8. **NON-DELEGATION/NON-ASSIGNMENT:** Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.

9. **HOLD-HARMLESS:** Each party shall be liable and responsible for the consequence of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this agreement.

10. **SEVERABILITY:** Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

11. **VENUE:** The Parties agree that in the event that litigation should arise from this agreement, the venue shall lie in Okanogan County, and the prevailing party shall be entitled to recovery of the costs of litigation, including reasonable attorney's fees.

APPROVED, CITY OF OKANOGAN,

APPROVED, CITY OF OMAK:

Wayne L. Turner  
\_\_\_\_\_  
Print Name  
Wayne L. Turner  
\_\_\_\_\_  
Signature  
Mayor  
\_\_\_\_\_  
Title  
4/18/2023  
\_\_\_\_\_  
Date

Cindy Gagne  
\_\_\_\_\_  
Print Name  
Cindy Gagne  
\_\_\_\_\_  
Signature  
Mayor  
\_\_\_\_\_  
Title  
4.17.23  
\_\_\_\_\_  
Date