
AGENDA
OMAK CITY COUNCIL MEETING
Monday, September 19, 2022 – 7:00 PM
REVISED

A. CALL TO ORDER

B. FLAG SALUTE

C. CITIZEN COMMENTS

D. CORRESPONDENCE AND MAYOR'S REPORT

1. Affirm Appointment to the Library Board

E. CONSENT AGENDA:

1. Approval of minutes from September 6, 2022
2. Approval of 2022 Claims

F. NEW BUSINESS:

1. Res. 54-2022 Approve Agreement for Winter Camp Host 
2. Res. 55-2022 Approve Professional Services Agrmt. with Northwest Solutions for Lobbyist 
3. FYRE Presentation – Mady Sandoval
4. Economic Alliance – Retail Academy Program – Roni Holder-Diefenbach

G. OTHER BUSINESS:

1. Council Committee Reports
2. Staff Reports

 **Action by City Council**

In accordance with the order from Governor Inslee, our Council Meeting will be conducted using Zoom Meetings. If you need support or, accommodations to view the meeting at City Hall, contact the City Clerk in advance by phone at 509-826-1170 or by e-mail clerk@omakcity.com for assistance.

Omak City Council, is inviting you to a scheduled Zoom meeting

Topic: Omak City Council Meeting

Time: Sep 19, 2022 07:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/85629786749?pwd=YVhnbTNtOVc4ZEIXd3JLcXh1ZnR1Zz09>

Meeting ID: 856 2978 6749

Passcode: 918827

One tap mobile

+12532158782,,85629786749#,,,,*918827# US (Tacoma)

+17193594580,,85629786749#,,,,*918827# US

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 719 359 4580 US

+1 346 248 7799 US (Houston)

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 564 217 2000 US

+1 646 931 3860 US

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 386 347 5053 US

Meeting ID: 856 2978 6749

Passcode: 918827

Find your local number: <https://us02web.zoom.us/j/85629786749?pwd=YVhnbTNtOVc4ZEIXd3JLcXh1ZnR1Zz09>

CERTIFICATE OF APPOINTMENT

STATE OF WASHINGTON)
 (ss.
County of Okanogan)

I, Cindy Gagné, the Mayor and/or members of the City Council of Omak, County of Okanogan, State of Washington, reposing confidence in **Betsy Rainsford**, of the County of Okanogan, State of Washington, do hereby appoint and constitute said **Betsy Rainsford** as a Library Board member, of the City of Omak, County of Okanogan, State of Washington, until revoked by us, which said appointment shall thereafter cease and be null and void.

In witness whereof, (I) (WE) have hereunto set our hands and seal this _____ day of _____, 2022.

Mayor

Members of the City Council
City of Omak, Washington

STATE OF WASHINGTON)
 (ss.
County of Okanogan)

I, **Betsy Rainsford**, the person named in the above and foregoing Certificate of Appointment and the person who has been appointed to the office of the Library Board, of the City of Omak, County of Okanogan, State of Washington, do solemnly swear that I am a citizen of the United States, and of the State of Washington and the County of Okanogan therein; That I will support the Constitution of United States and of the State of Washington and all laws made pursuant thereto, and will, to the best of my ability, judgment and skill, faithfully, diligently and impartially perform the duties of my office in and for the City of Omak, County of Okanogan, State of Washington.
SO HELP ME GOD!

Library Board Member

Subscribe and sworn to me before this _____ day of _____, 2022.

Cindy Gagné, Mayor, City of Omak

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Public Works Director

Date: September 19, 2022

Subject: **Resolution No. 54-2022** Approving an Agreement for Winter Camp Host

The attached Resolution **54-2022, A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING a Professional Services Agreement for Camp Host at Carl Precht RV Park**, is forwarded for your consideration.

The public works department has the need for a camp host to aid at the Carl Precht Memorial RV Park to help patrons with reservations as well as providing local information about the area.

I support this Resolution and recommend its approval.

RESOLUTION No. 54-2022

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A
PROFESSIONAL SERVICES AGREEMENT FOR CAMP HOST AT CARL
PRECHT MEMORIAL RV PARK**

WHEREAS, Professional Services are needed to assist Public Works Department in the operation and administration of the Carl Precht Memorial RV park, and

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, specific service needs are identified in the Camp Host Professional Service Agreement.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Omak does hereby approve the Camp Host Professional Service Agreement, attached hereto as exhibit "A", between the City of Omak and Rachel Willis, effective November 1, 2022, through March 31, 2023. The Mayor is hereby authorized to execute the Agreement.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2022.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

EXHIBIT A

CAMP HOST

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this 13 day of September, 2022, by and between the **City of Omak**, Washington, a municipal corporation, hereinafter referred to as the "City"; and Rachael Willis, hereinafter referred to as the "Service Provider".

RECITALS

Whereas, the City desires to have certain services and/or tasks performed as set forth in the "job Description" attached hereto; and

Whereas, sufficient City resources are not available to provide such services; and

Whereas, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities to perform the services and/or tasks set forth.

Now, therefore, in consideration of the terms, conditions, covenants, and performance contained herein,

The parties hereto agree as follows:

1. **Scope of Services.** The Service Provider shall perform such services and accomplish such tasks as are identified and designated in the "Job Description" attached hereto as Exhibit "A" and incorporated herein as though fully set forth.
2. **Term.** The services as Campground Host shall begin on November 1, 2022 and shall run through March 31, 2023.
3. **Compensation.** Payment for services shall be as set forth in the paragraph entitled "Benefits" in Exhibit "A".
4. **Independent Contractor Relationship.**
 - 4.1 In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.
 - 4.2 The City is interested primarily in the results to be achieved. The implementation of services will lie solely with the discretion of the Service Provider. The Service Provider shall not be deemed to be an employee.

5. **Hold Harmless Indemnification.**

5.1 Service Provider shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of, or resulting from the acts, errors, or omissions of the Service Provider in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

5.2 No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

6. **Compliance With Laws.** The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, or local laws and ordinances.

7. **Changes.** Either party may request changes to the scope of service to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

8. **Extension and/or Termination.**

8.1 This Agreement may be extended by mutual written consent of both parties. Service Provider has no authority to and will not engage in compromise settlement arrangements without written authorization from Client.

8.2 Termination of Convenience. The City may terminate this Agreement, in whole or in part, at any time by giving seven (7) days written notice to the Service Provider.

8.3 Termination for Cause. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of this Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the City may terminate this Agreement for cause. Termination shall be affected by servicing a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default.

9. **Attorney Fees and Costs.** If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in such action or proceeding.

10. **Jurisdiction and Venue.**

10.1 This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

11. Entire Agreement. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:

City of Omak, a municipal corporation:

By _____
Cindy Gagné, Mayor

Attest: _____
Connie Thomas, City Clerk

SERVICE PROVIDER:

By Rachael Willis

Printed Name: Rachael Willis

Address: P.O. Box 1574
Omak, WA 98841

Telephone: 509-429-6784

**Carl Precht Memorial RV Park
Omak, WA USA**

Camp Host 2022-2023 Winter Season

Duties: Camp Host

Campground Host: Duties will include but are not limited to the following:

- Serve as liaison between park users, park staff and City Hall.
- Greet and assist visitors, answer questions, and explain regulations which apply to them. May assist campers in locating a campsite, be familiar with local points of interest and the location of services that might be requested by campers such as towing, groceries, churches, tourist attractions and local events.
- Will perform light maintenance work around the campground such as litter pickup, sweeping and stocking of restrooms, provide information to park staff on potential problems, and share information to campers as needed.
- May assist in campground public relations, educational activities, and special events/activities.
- Clean campsites by performing minor maintenance tasks such as raking the campsite pad, washing tables, picking up litter, reporting any damage to your supervisor.
- Host shall not attempt to discipline or apprehend any park violators. Host will report all disturbances to park staff. law enforcement will be done by city and tribal police only.
- You are to inform campers of rules and regulations when asked, but are not to participate in any high-risk activity.
- Host must set an example by being a model camper practicing good housekeeping at all times in and around their assigned site and by observing all rules and regulations.
- Be observant for activities within the campground requiring immediate attention - ranging from a tree needing to be trimmed to a problem camper. Notify the park manager as these problems arise.

Other minor tasks that will be asked of a Campground Host:

- * Sweep cobwebs from buildings
- * Keep track of occupied or vacant campsites
- * Direct campers to vacant sites
- * Remind campers to register
- * Assist campers with camper reservation process * Keep a written report of complaints and criticism of park facilities, report situations that could affect the health and safety of visitors, and report any maintenance items which need immediate attention. Maintain written records and provide monthly reports.

Working Conditions:

Work is mostly outside in hot, cold, wet, humid, or windy conditions. Must reside in campground.

Benefits:

The use of a campsite and all utilities at no charge for the duration of the term of service. Starting November 1, 2022, through March 31, 2023

publicworks@omakcity.com

http://www.omakcity.com/rv_park.html

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel
City Administrator

Date: September 19, 2022

Subject: **Resolution No. 55-2022** Agreement for Consulting Services

The attached Resolution **55-2022, A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A Professional Service Agreement with Northwest Solutions for Lobbyist and Government Relations Services,** is forwarded for your consideration.

The agreement for lobbying services from Northwest solutions inadvertently expired without renewal in June of this year. This agreement renews the agreement with Northwest Solutions, effective July, 2022 through December 31, 2023. The costs and scope of the agreement is unchanged from our previous one. I have extended the agreement through December 2023 to better align with other agreements that require annual approvals.

I support this Resolution and recommend its approval.

RESOLUTION NO. 55-2022

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH NORTHWEST SOLUTIONS FOR LOBBYIST AND GOVERNMENT RELATIONS SERVICES

WHEREAS, the City of Omak utilizes consulting services to monitor actions and advocate for the city to the Legislature and State Agencies; and

WHEREAS, Mara Machulsky, Northwest Solutions, was selected in 2021 to provide needed lobbyist and government relations service, and

WHEREAS, the effective date of this agreement is July 1, 2022, through December 31, 2023.

NOW, THEREFORE BE IT RESOLVED by the Omak City Council the Professional Services Agreement between the City of Omak and Northwest Solutions, a copy of which is attached hereto as exhibit "A", is approved. The Mayor is authorized to execute this agreement.

INTRODUCED AND PASSED this _____ day of _____, 2022.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City

EXHIBIT A

City of Omak & Northwest Solutions Contract for State Lobbying & Consulting Services

Northwest Solutions

Mara Machulsky- 360-742-0515

Scope of Work:

The consultant agrees to provide lobbying and consulting services to the City of Omak (the City) as set forth herein. All duties, obligations, and services shall be provided in a skillful, professional, and respectful manner. The quality of the consultant's performance and all interim and final products provided to or on behalf of the City of Omak shall be comparable to or exceed the best industry standards.

These services include, but are not limited to:

1. Providing advice and consultation regarding activities related to the Washington State Legislature.
2. Attending City of Omak council meetings whenever requested, to report on legislative involvement.
3. Assisting the City in drafting testimony, letters, and talking points on issues/bills prioritized by the City.
4. The consultant will communicate the City legislative priorities and issues to members of the Washington State Legislature, and legislative staff and identify any areas of potential concern or opportunity for achieving the identified objectives.
5. When requested, arranging meetings with legislators and stakeholders regarding legislation of interest to the City.
6. Attending Association of Washington Cities intergovernmental relations table and report on their meetings, as time allows.
7. Pre-working issues/bills with partners and interest groups, as well as opposition when appropriate, as authorized by the City.
8. Bringing fully analyzed issues related to the City to legislator's attention, including information regarding the process involved with issues/bills prioritized by the City.
9. The consultant will provide update reports on actions performed for the City, to be

submitted with monthly invoices. Weekly reports will be provided during the sessions, with additional reports provided during special sessions as legislative activity dictates.

10. The consultant will be available in a timely manner in person, by telephone, or email to the City of Omak's assigned point of contact (City Administrator, Todd McDaniel) to provide consultation and advice on legislative matters, or other matters involving the development and maintenance of successful government relations.
11. During each interim period (between legislative sessions) the consultant will work with the City to produce a legislative plan for upcoming sessions and de-brief the past session. The consultant shall also provide briefings regarding the implementation of pertinent legislation signed into law following each legislative session.

Billing:

The consultant will submit an invoice each month. The consultant will provide documentation supporting invoices as may be requested.

Compensation:

The City of Omak agrees to pay the partnership the amount of \$1,750 per month (\$21,000 annually) for services performed and completed pursuant to the terms and conditions of this agreement. The compensation due to the consultant shall be paid monthly, provided the consultant has demonstrated compliance with the terms of this section and submitted an invoice.

Communications Protocol:

The City council members and the consultant have requested one point of contact for the consultant outside of the City council meetings.

The City Administrator for the City of Omak will serve in this role.

The consultant will directly communicate all lobbyist requests for information or action to the City Administrator by email. The City Administrator will disseminate such requests to the appropriate person(s). Responses to the requested information shall be provided to the and forwarded by them to the consultant.

All requests for lobbyist information-or action from Council members or staff, shall be communicated to the City Administrator, who will forward such requests to the consultant.

The consultant will provide the requested information and/or report on requested actions, back to the City Administrator for dissemination to Council members and/or staff as appropriate.

In addition to communications through the City Administrator, the City of Omak may convey requests for lobbyist information or action directly to the consultant at City Council meetings. Such requests, if any, shall be reflected in Council meeting minutes.

Term of Agreement

This agreement shall be binding upon the parties when signed and shall terminate December 31, 2023.

Non-exclusive

This agreement is for the non-exclusive use of the partnership’s services. Nothing contained herein shall prevent the partnership from contracting to provide similar services to other clients on a non-exclusive basis.

Confidentiality

a. The consultant acknowledges that during the course of, and as the result of the consultant’s relationship with the City of Omak, the consultant may have access to, acquire, and be required to utilize confidential information. The consultant hereby covenants and agrees that it will not, without the written consent of the City, directly or indirectly divulge, communicate, or disclose to any person, firm, or organization any confidential information.

b. The consultant agrees that during the term of this agreement, it shall not have or hold any continuing or frequently recurring employment or contractual relationship that is antagonistic to or incompatible with the consultant’s loyal and conscientious exercise of judgment related to performance under this agreement.

c. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this agreement are and shall remain the property of the City of Omak. In the event of termination of this agreement, any documents prepared by the consultant, whether complete or incomplete, shall remain the property of the City and shall be delivered by the consultant to the City Administrator within one month of termination of this agreement by either party.

Independent Contractors

The partnership and the City of Omak have entered into this agreement with the mutual understanding that the partnership is an independent contractor, and not an employee of the organization. The partnership understands and agrees to be responsible for complying with state and federal requirements as they relate to Public Disclosure Commission reporting, income taxes, social security contributions, and any other requirements placed upon self-employed persons.

Mara Machulsky (Northwest Solutions)

Mayor Cindy Gagné

Date _____

Date _____