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**AGENDA**  
**OMAK CITY COUNCIL MEETING**  
**Monday, November 7, 2022 – 7:00 PM**

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**A. CALL TO ORDER**

**B. FLAG SALUTE**

**C. CITIZEN COMMENTS**  
1. Mike Stenberg

**D. CORRESPONDENCE AND MAYOR'S REPORT**

**E. CONSENT AGENDA**

1. Approval of Minutes from October 17, 2022
2. Approval of 2022 Claims & Payroll

**F. PUBLIC HEARING**

1. 2023 Budget Revenue Sources & 2023 Ad Valorem Revenue Tax

**G. NEW BUSINESS**

1. Ord. 1916 1<sup>st</sup> Read – Amending 2022 Budget – Various Funds
2. Ord. 1917 – Amend Section 3.48.0208 of the OMC-Check Handling Fee
3. Ord. 1918 – Fixing the 2023 Ad-Valorem Taxes
4. Ord. 1919 1<sup>st</sup> Read – Amending 2022 Budget – Affordable Housing
5. Res. 65-2022 – Designate Official Newspaper for the City of Omak 2023
6. Res. 66-2022 – Approve Agr. with Okanogan County Community Action
7. Res. 67-2022 – Approve Agreement with Narcotic Task Force
8. Res. 68-2022 – Amendment #1 – Beacon Health Options, Inc.

**H. OTHER BUSINESS**

1. Council Committee Reports
2. Staff Reports



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Our Council Meetings are conducted in person in addition to Zoom Meetings. Meeting information is located on our website at [omakcity.com](http://omakcity.com). If you need support or accommodations, contact the City Clerk in advance by phone at 509-826-1170 or by e-mail [clerk@omakcity.com](mailto:clerk@omakcity.com) for assistance.

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OathHawk Task Force

FIRST AMENDMENT PETITION FOR REDRESS OF GRIEVANCES:

Relating to Violations of the United States Constitution, Washington State Constitution and Oaths of Office.

Note: This Petition (is not) suggesting intentional Abuse of Office, Failure of Duty of Office or Official Misconduct unless otherwise specified below under cited Violations.

WE THE FREE PEOPLE OF THE UNITED STATES IN OKANOGAN COUNTY, WASHINGTON STATE, by and through the unalienable, individual Rights guaranteed by the Declaration of Independence and the Constitution for the United States of America and the Washington State Constitution Hereby Petition the City of Omak in Omak, WA. for Redress of our Grievances, to honor their Oaths or Affirmations of office and their constitutional obligations by responding to this Petition within twelve (12) working days of its service date by providing a formal acknowledgement of its receipt and if desired a rebuttal of its arguments or statements, and/or by demonstrating a good faith effort to comply with its remedial instructions.

Alleged Violations:

WHEREAS, the City of Omak violated the 2<sup>nd</sup> Amendment to the U.S. Constitution by its placement of a "No Weapons" sign at its main entrance with intent to disarm citizens prior to entrance into the building, and;

WHEREAS, the City of Omak violated Article 1 Section 24 of the Washington State Constitution by its placement of a "No Weapons" sign at its main entrance with intent to disarm citizens prior to entrance into the building, and;

WHEREAS, the City of Omak citing RCW 9.41.300 on its "No Weapons" sign impairs the right of individual citizens at the time of entry into the building the right to bear arms in defense of themselves, or the state, and;

WHEREAS, the current Mayor (Cindy Gagne) and certain elected officials of the City of Omak have taken Oaths or Affirmations of Office to uphold the Washington State and U.S. Constitution. These Constitutions supersede all mandates, policies, laws, city ordinances, RCWs, judges orders and directives that are repugnant to those Constitutions.

"Thus, the particular phraseology of the constitution of the United States confirms and strengthens the principle, supposed to be essential to all written constitutions, that a law repugnant to the constitution is void; and that courts, as well as other departments, are bound by that instrument."

-Marbury v. Madison



OathHawk Task Force

FIRST AMENDMENT PETITION FOR REDRESS OF GRIEVANCES:

Considerations/Questions:

1. Individual Rights:

ARTICLE 1 SECTION 1 of the WASHINGTON STATE CONSTITUTION:

All political power is inherent in the people, and governments derive their just powers from the consent of the governed and are established to protect and maintain individual rights.

a. In what way(s) does this sign protect and maintain individual rights?

2. Enforcement:

a. What is the City of Omak's enforcement mechanism for compliance with this sign?

3. Current sign procedures and protocols:

a. What procedures does the City of Omak have in place for those who surrender a firearm prior to entry?

b. What is the phone number to contact the Judge to assist in firearm removal and how does a citizen contact the Judge without a wall phone in the ingress/egress entry point if they have no cell phone? Is the Judge on speed dial and available immediately during all business hours?

c. How long does a citizen have to wait outside for firearms removal in order to go in and conduct city business, pay water bills or discuss city related (non-court) related issues?

d. When the public and city staff enter the building and are unable to constitutionally defend themselves with a personal firearm, what security and/or written assurances of personal protection and safety does the City of Omak have in place for those inside?

e. In the unlikely event that someone with ill intent sees the "No Weapons" sign and determines it to be a "target rich" environment and opens fire inside, what procedures are in place to defend the unarmed staff and public?

OathHawk Task Force

FIRST AMENDMENT PETITION FOR REDRESS OF GRIEVANCES:

The First and Ninth Amendments to the Bill of Rights guarantees to every American the unalienable Right to hold the government accountable to each and every principle; prohibition, restriction and mandate of the Declaration of Independence, State Constitutions and Constitution of the United States of America.

NOW THEREFORE: on today's service date of 11-07-2022, WE THE PEOPLE hereby seek the following Remedies within twelve (12) working days and Instruct the City of Omak in Omak, WA to respond to and demonstrate a good faith effort to comply with its remedial instructions.

Remedial Instructions:

1. Remove the current and all "No Weapons Restriction" sign(s) from the front building entrance and all exterior entry points into City Hall, this includes all locations within the insides of the building other than on the entry door or same wall to the entry door to the court/city council hearing room.

Respectfully submitted this 7<sup>th</sup> day of November 2022, by the OathHawk Task Force.

OathHawk Task Force Members:

Mike Stenberg Omak WA.  
Chuck Gallup Tonasket WA.  
Amber Hedington Okanogan WA.  
Karen Anderson Omak WA.  
Marc Doney Omak WA.  
Deb Billing Omak WA.

Important: All correspondence to this, FIRST AMENDMENT PETITION FOR REDRESS OF GRIEVANCES shall be conducted via email to: [gloriouscause@tutamail.com](mailto:gloriouscause@tutamail.com) and reference the File # as noted at the top of each page when corresponding to this Petition.

All served Petitions will be posted and made available for public viewing at [www.oathhawk.com](http://www.oathhawk.com) and will be updated regarding satisfaction of remedy, resolutions and/or further correspondences.

OathHawk Task Force, Washington State

## MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel

Date: November 7, 2022 (1<sup>st</sup> Read)  
November 21, 2022 (2<sup>nd</sup> Read)

Subject: Ordinance 1916 Amending Budget- Various Funds

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The Attached Ordinance 1916- Amending the 2022 Budget for the City of Omak Recognizing Various Funds, is forwarded for your consideration.

This year's budget continues to be a challenge. We have several funds that need additional appropriation. Some of the costs are associated with projects that have been approved by council and some are unforeseen costs that were required for our continued operations.

- **Current Expense**-cleans up the purchase of the Security Cameras with funds that were allocated for Security fencing and Police Parking. A \$250k transfer to Streets to assist with cash flow for the Engh Road project.
- **Street Fund**- provides for the higher cost of construction approved for the Engh Road Project and the offsetting revenues that were made available through WSDOT & TIB. This fund also receives \$250K transfer form Current expense to ensure prompt payments can be made to contractor during the reimbursement process/
- **Library Fund**- the libraries HVAC system failed and required emergency repairs, \$7,500
- **Capital Improvement**- This allocates \$41k for the Pool Study, that went unspent in the 2021 budget.
- **Equipment Rental**- has experienced equipment failures, insurance repair work, and higher cost for fuel and operating supplies. We estimate an additional expenditure of \$41k to keep the fund operational. \$24k of that is fuel. Due to the low Ending Fund Balance, I have recognized Actual Beginning Fund balance, unanticipated surplus, and insurance recovery revenues.

I approve this Ordinance and urge its Adoption



**ORDINANCE NO. 1916**

**AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE CITY OF OMAK  
VARIOUS FUNDS**

**WHEREAS**, the City of Omak adopted the 2022 Budget by passage of Ordinance No. 1908 on December 6, 2021; and

**WHEREAS**, actual 2022 Beginning Fund Balances are now known, and

**WHEREAS**, additional appropriations are needed for the continued delivery of services, and

**WHEREAS**, said expenditures are not one of the emergencies specifically enumerated in RCW 35A.33.080; and

**WHEREAS**, the City of Omak is desirous of amending its budget pursuant to RCW 35A.33.090.

**THE CITY COUNCIL OF THE CITY OF OMAK DO ORDAIN AS FOLLOWS:**

**Section 1.** Ordinance No. 1908 adopting the 2022 Budget, shall be amended to include changes to the budget as shown in Attachment "A" of this ordinance.

**Section 2.** This ordinance shall become effective from and after the date of its passage by Council by a vote of one more than the majority of all Councilmembers, approval by the Mayor and publication as required by law.

**PASSED** by the City Council of the City of Omak, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagne, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael Howe, City Attorney

Filed with City Clerk: \_\_\_\_\_

Passed by City Council:

1<sup>ST</sup> Reading \_\_\_\_\_

2<sup>nd</sup> Reading \_\_\_\_\_

Date Published: \_\_\_\_\_

Date Effective: \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 2022, the City Council of the City of Omak passed Ordinance No. 1916.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Connie Thomas, City Clerk

**2022 BUDGET AMENDMENT ORDINANCE NO. 1916  
 ATTACHMENT "A"**

**Current Expense Fund #001**

<b>Description</b>	<b>2022 Budget</b>	<b>Revenue</b>	<b>Expenditure</b>	<b>Revised Budget</b>
Ending Fund Balance 001-508-91-00-00	\$1,167,850.68		(\$250,000.00)	\$ 917,850.68
Security Fencing & Camera 001-594-21-64-15	\$35,000.00		(\$35,000.00)	\$ 0.00
Covered Police Parking 001-594-21-64-20	\$30,000.00		(\$30,000.00)	\$ 0.00
Security Camera's 001-594-21-64-21	\$0.00		\$65,000.00	\$65,000.00
Transfer To Street Fund 001-597-42-00-00	\$0.00		\$250,000.00	\$ 250,000.00
<b>Total Expenditures</b>	<b>\$6,550,963.00</b>		<b>\$250,000.00</b>	<b>\$6,800,963.00</b>
<b>Current Expense Fund Total</b>	<b>\$7,720,038.68</b>			<b>\$7,720,038.68</b>

**Current Expense Fund:**

The amendment reallocates 65,000.00 in expenditure for Security Camera's, and transfers \$250,000.00 to the Street fund. Ending fund balance is reduced by \$250,000.00

**Street Fund #102**

<b>Description</b>	<b>2022 Budget</b>	<b>Revenue</b>	<b>Expenditure</b>	<b>Revised Budget</b>
Engh Road/Hwy 97 STP Funds 102-333-20-14-02	\$497,000.00	\$276,882.00		\$773,882.00
TIB Engh Road Match 102-334-03-83-72	\$75,000.00	\$73,500.00		\$148,500.00
Transfer in CE 102-397-00-00-00	\$0.00	\$250,000.00		\$250,000.00
Ending Fund Balance 102-508-51-00-00	\$41,732.00			\$322,114.00
Engh Road/Hwy 97 project 102-595-30-63-14	\$575,000.00		\$320,000.00	\$895,000.00
<b>Total Expenditures</b>	<b>\$1,581,720.00</b>		<b>\$320,000.00</b>	<b>\$1,901,720.00</b>
<b>Street Fund Total</b>	<b>\$1,623,452.00</b>			<b>\$2,223,834.00</b>



**Street Fund:**

This appropriation recognizes additional revenue from WSDOT and TIB and the increase expenditure for the Engh road project. A transfer from CE is included to ensure necessary fund balance is maintained during the reimbursement of project expenses. \$600,382.00 in new revenue is recognized, \$320,000.00 is appropriated for expenditure, and Ending fund balance is increased by \$280,382.00.

**Library Fund #104**

Description	2022 Budget	Revenue	Expenditure	Revised Budget
Ending Fund Balance 104-508-51-00-00	\$46,748.00		(\$7,500.00)	\$39,248.00
Repairs & Maintenance 104-572-50-48-00	\$2,500.00		\$7,500.00	\$10,000.00
Total Expenditures	\$153,149.00		\$7,500.00	\$160,649.00
Library Fund Total	\$199,897.00			\$199,897.00

**Library Fund:**

This appropriation recognizes an addition of \$7,500 in expenditure and reduces Ending Fund Balance by a like amount.

**Capital Improvement Fund #301**

Description	2022 Budget	Revenue	Expenditure	Revised Budget
Beginning Fund balance 301-308-31-00-00	\$138,920.00	\$74,878.85		\$213,798.85
Ending Fund Balance 301-508-31-00-00	\$189,020.00		\$33,878.85	\$222,898.85
Pool Feasibility Study 301-559-30-40-10	\$0.00		\$41,000.00	\$41,000.00
Total Expenditures	\$0.00		\$41,000.00	\$41,000.00
Capital Imp. Fund Total	\$189,020.00			\$263,898.85

**Capital Imp. Fund:**

This amendment recognizes an addition of \$74,878.85 in actual 2022 Beginning Fund Balance and appropriates \$41,000.00 for the Pool Feasibility Study. Ending Fund Balance is increased by \$33,878.85.

**Garbage Fund #403**

Description	2022 Budget	Revenue	Expenditure	Revised Budget
Ending Fund Balance 403-508-51-00-00	\$294,313.00		(\$100,000.00)	\$194,313.00

Ordinance 1916  
 November 7, 2022  
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Collection and Disposal Contract 403-537-60-47-00	\$1,105,000.00	\$100,000.00	\$1,205,000.00
Total Expenditures	\$1,353,003.00	\$100,000.00	\$1,453,003.00
Garbage Fund Total	\$1,647,316.00		\$1,647,316.00

**Garbage Fund:**

This amendment appropriates an additional \$100,000.00 of expenditure for collection costs. Ending Fund Balance is reduced by a like amount.

**Equipment Rental Fund #501**

Description	2022 Budget	Revenue	Expenditure	Revised Budget
Beginning Fund balance 501-308-51-00-00	\$208,838.00	\$16,859.73		\$225,697.73
Miscellaneous Revenues 501-36-91-00-00	\$1,030.00	\$7,950.00		\$8,980.00
Sale of Surplus 501-395-10-00-00	\$0.00	\$11,334.00		\$11,334.00
Ending Fund Balance 501-508-00-00	\$24,132.00		(\$5,000.00)	\$19,132.00
Communications 501-548-61-42-00	\$270.00		\$643.73	\$913.73
Fuel Consumed 501-548-65-40-00	\$80,000.00		\$24,000.00	\$104,000.00
Repairs and Maintenance 501-548-65-48-00	\$7,500.00		\$9,000.00	\$16,500.00
Operation Supplies 501-548-68-31-00	\$9,000.00		\$7,500.00	\$16,500.00
Total Expenditures	\$852,873.00		\$41,143.73	\$894,016.73
Equipment Rental Fund Total	\$877,005.00			\$913,148.73

**Equipment Rental Fund:**

This amendment recognizes the addition of \$36,143.73 in revenues and appropriates an additional \$41,143.73 for expenditure. Ending Fund balance is reduced by \$5000.00.



INTEROFFICE MEMORANDUM

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**TO:** MAYOR GAGNÉ  
OMAK CITY COUNCIL

**FROM:** CONNIE THOMAS, CITY CLERK

**SUBJECT:** ORDINANCE 1917 – AMEND SECTION 3.48.020(B) OF OMC-CHECK HANDLING FEES

**DATE:** OCTOBER 17, 2022

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The attached **Ordinance 1917 - AN ORDINANCE AMENDING SECTION 3.48.020(b) OF THE OMAK MUNICIPAL CODE CHECK HANDLING FEE** is presented to you for your review and consideration.

Upon review of the Omak Municipal Code (OMC) by the Utility Clerk, a conflict between the OMC and our adopted City Fee Schedule was found. The OMC spells out a fifteen-dollar charge for a dishonored check. This fee was increase to \$35 several years ago. Staff has been working to remove fees from the OMC and get them into the Fee Schedule which allows staff to review and adjust on an annual basis. This Ordinance will remove the fee language from the OMC.

I approve this resolution and respectfully request adoption.



**ORDINANCE NO. 1917**

**AN ORDINANCE AMENDING SECTION 3.48.020 (b) OF THE OMAK MUNICIPAL CODE CHECK HANDLING FEE**

**WHEREAS**, the check handling fee for a dishonored check has been set by Resolution 62-2021 in the amount of thirty-five dollars; and

**WHEREAS**, the charge of fifteen dollars is spelled out in section 3.48.02 (b) of the Omak Municipal Code; and

**WHEREAS**, the language relating to the charge will be removed from the section.

**THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON, DO ORDAIN as follows:**

**Section 1.** Section 3.48.020 (b) of the Omak Municipal Code which reads as follows:

**3.48.020 Check handling fee**

(b) The clerk/treasurer of the city of Omak, or his/her designee, is authorized and directed to assess the check-handling charge of fifteen dollars in addition to, and as a part of, the payment or obligation due or made to the city of Omak for which the dishonored check or draft was issued.

***Is hereby amended to read as follows:***

**3.48.020 Check handling fee**

(b) The clerk/treasurer of the city of Omak, or his/her designee, is authorized and directed to assess the check-handling charge specified in the city fee schedule in addition to, and as a part of, the payment or obligation due or made to the city of Omak for which the dishonored check or draft was issued.

**Section 2.** This ordinance shall become effective after its passage by the Council, approval by the Mayor, and five days after publication of this ordinance, or a summary, as provided by law.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_ day of \_\_\_\_\_, 2022.

Ordinance 1917  
November 7, 2022  
Page 2 of 2

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

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

Filed with City Clerk: \_\_\_\_\_

Passed by City Council: \_\_\_\_\_

Date Published: \_\_\_\_\_

Date Effective: \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 2022, the City Council of the City of Omak  
passed Ordinance No. 1917.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Connie Thomas, City Clerk

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel

Date: November 7, 2022

Subject: Ordinance 1918 Fixing 2023 Ad Valorem Taxes

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The Attached Ordinance 1918 - An Ordinance Fixing the Amount of the City of Omak's Financial Requirements to be Raised by Ad Valorem Taxes Upon All Taxable Property, Both Real and Personal, Within the City of Omak, Okanogan County, Washington, for the Ensuing Fiscal and Calendar Year 2023, is forwarded for your consideration.

Ordinance 1918 establishes the amount of property taxes to be collected for the fiscal year 2023. This Ordinance increases the levied amount, by the max allowable increase of 1%.

Actual levy rate for 2022 was \$885,068.92. The 2023 levy amount of \$893,919.84 includes the 1% allowable annual increase of \$8,850.69.

The 2022 Levy Certification will be \$938,615.00 and includes estimates for new construction and State Utility contributions. This amount is included in the proposed 2022 budget.

This revenue source has typically been split between the Current Expense and the Street funds. The preliminary budget indicates the need for additional revenues in these funds.

I support this ordinance and recommends it adoption



**ORDINANCE NO. 1918**

**AN ORDINANCE FIXING THE AMOUNT OF THE CITY OF OMAK'S FINANCIAL REQUIREMENTS TO BE RAISED BY AD VALOREM TAXES UPON ALL TAXABLE PROPERTY, BOTH REAL AND PERSONAL, WITHIN THE CITY OF OMAK, OKANOGAN COUNTY, WASHINGTON, FOR THE ENSUING FISCAL AND CALENDAR YEAR 2023**

**WHEREAS**, the City Council of the CITY OF OMAK, has properly given notice of the public hearing held November 7, 2021 to consider the City of Omak's budget for the 2023 calendar year, pursuant to RCW 84.55.120; and

**WHEREAS**, the City Council of the CITY OF OMAK, after hearing, and after duly considering all relevant evidence and testimony presented, has determined that the City of Omak requires an increase in property tax revenue from the previous year in order to discharge the expected expenses and obligations of the City of Omak and in its best interest; and

**WHEREAS**, the City of Omak's actual levy amount from 2022 was \$885,068.92; and

**WHEREAS**, the population of the City of Omak is less than 10,000.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OMAK DOES ORDAIN AS FOLLOWS:**

**Section 1.** An increase in the regular property tax levy is hereby authorized for the 2023 levy in the amount of \$ 893,919.61, which is a 1 percent increase of the previous year's tax levy of \$885,068.92, or a total increase of \$8,850.69. This increase excludes revenue resulting from the addition of new construction, improvement to property and any increase in the value of state assessed property, any annexations that occurred, and refunds made.

**Section 2.** This ordinance must be approved by a majority of the members of the Omak City Council and upon adoption of this ordinance fixing the amount of property taxes to be levied, the City Administrator shall certify the same to the Board of County Commissioners as required by statute.

**Section 3.** Upon adoption of this ordinance fixing the amount of ad valorem taxes to be levied, the City Administrator shall certify the same to the County Assessor of Okanogan County, Washington for the purpose of having said taxes extended on the tax rolls as provided by law and said Assessor is hereby authorized to extend said taxes accordingly.

**Section 4.** This ordinance shall be in full force and effect on and after the date of its passage, approval by the Mayor and publication as required by law.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF OMAK, this 7st day of November, 2022.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Connie Thomas, City Clerk

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

Filed with City Clerk: \_\_\_\_\_  
Passed by City Council: \_\_\_\_\_  
Date Published: \_\_\_\_\_  
Date Effective: \_\_\_\_\_

**SUMMARY OF ORDINANCE NO.1918 OF THE City of Omak, Washington.**

On the 7th of November, 2022, the City Council of the City of Omak, passed Ordinance No. 1918.

A summary of the content of said ordinance provides as follows:

**AN ORDINANCE fixing the amount of the CITY OF OMAK'S financial requirements to be raised by ad valorem taxes upon all taxable property, both real and personal, within the CITY OF OMAK, OKANOGAN COUNTY, WASHINGTON, for the ensuing Fiscal and Calendar Year 2023. An increase in the regular property tax levy excluding amounts resulting from the addition of new construction and improvements to property and any increase in the value of state assessed property is hereby authorized for the 2023 levy in the amount of \$893,919.84, which is a 1 percent increase of the previous year's levy or \$8,850.69.**

The full text of this ordinance will be mailed upon request.

Dated this \_\_\_\_\_ day of November 2022.

\_\_\_\_\_  
Connie Thomas, City Clerk



## LEVY CERTIFICATION

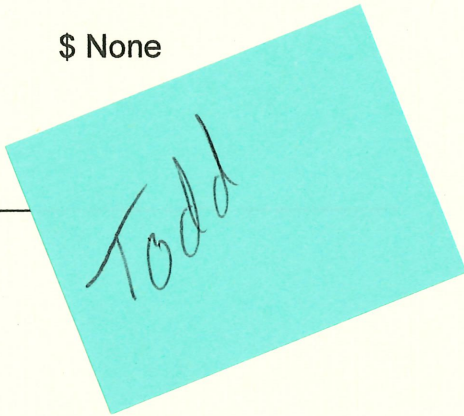
In accordance with RCW 84.52.020, I, Todd McDaniel, City Administrator for the City of Omak, do hereby certify to Okanogan County legislative authority that the City Council of the City of Omak requests that the following levy amounts be collected in 2023 as provided in the City's budget, which was adopted following a public hearing held on November 7, 2022.

Regular Levy:               \$ 938,615.00

Excess Levy:               \$ None

Refund Levy:               \$ None

Signature: \_\_\_\_\_



Todd

Date: \_\_\_\_\_





Ordinance / Resolution No. 1918
RCW 84.55.120

WHEREAS, the City Council of City of Omak has met and considered its budget for the calendar year 2023; and,

WHEREAS, the districts actual levy amount from the previous year was \$ 885,068.92; and,

WHEREAS, the population of this district is less than 10,000; and now, therefore,

BE IT RESOLVED by the governing body of the taxing district that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2023 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be \$ 8,850.69 which is a percentage increase of 1% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Adopted this 7 day of Novemeber, 2022.

Three horizontal lines for signatures on the left and right sides.

If additional signatures are necessary, please attach additional page.

This form or its equivalent must be submitted to your county assessor prior to their calculation of the property tax levies. A certified budget/levy request, separate from this form is to be filed with the County Legislative Authority no later than November 30th. As required by RCW 84.52.020, that filing certifies the total amount to be levied by the regular property tax levy. The Department of Revenue provides the "Levy Certification" form (REV 64 0100) for this purpose. The form can be found at: http://dor.wa.gov/docs/forms/PropTx/Forms/LevyCertf.doc.

To ask about the availability of this publication in an alternate format, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711. For tax assistance, call (360) 534-1400.

## Levy Certification

Submit this document, or something similar, to the **county legislative authority on or before November 30** of the year preceding the year in which the levy amounts are to be collected.

Courtesy copy may be provided to the county assessor.

This form is not designed for the certification of levies under RCW 84.52.070.

In accordance with RCW 84.52.020, I **Todd McDaniel** (Name),  
**City Administrator** (Title), for **City of Omak** (District name),  
do hereby certify to the **Okanogan** (Name of county) County legislative authority  
that the **Council** (Commissioners, Council, Board, etc.) of said district requests  
that the following levy amounts be collected in **2023** (Year of collection) as provided in the district's  
budget, which was adopted following a public hearing held on **11/07/2022** (Date of public hearing).

### Regular levies

Levy	General levy	Other levy*
<b>Total certified levy request amount, which includes the amounts below.</b>	<b>\$ 938,615.00</b>	
Administrative refund amount		
Non-voted bond debt amount		
Other*		

### Excess levies

Levy	General (n/a for school districts)	Bond	Enrichment (school districts only)	Cap. project	Other levy*
<b>Total certified levy request amount, which includes the amounts below.</b>					
Administrative refund amount					
Other*					

\*Examples of other levy types may include EMS, school district transportation, or construction levies. Examples of other amounts may include levy error correction or adjudicated refund amount. Please include a description when using the "other" options.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

To request this document in an alternate format, please complete the form [dor.wa.gov/AccessibilityRequest](https://dor.wa.gov/AccessibilityRequest) or call 360-705-6705. Teletype (TTY) users please dial 711.



## MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel

Date: November 7, 2022 (1<sup>st</sup> Read)  
November 21, 2022 (2<sup>nd</sup> Read)

Subject: Ordinance 1919 Amending Budget- Affordable Housing

---

The Attached **Ordinance 1919 - Amending the 2022 Budget for the City of Omak Appropriating Additional Expenditures and Recognizing Revenues in the Affordable Housing Fund**, is forwarded for your consideration.

This amendment appropriates expenditure and recognizes offsetting revenues for repairs at the Jonathan and Pine Intersection.

The Okanogan Housing Authority recently added two developments along Jonathan and Pine Streets. Required Intersection improvements were overlooked during the Design and construction of these projects. The Housing Authority partnered with the city for the installation and repair of the needed intersection improvements. The Housing Authority has reimbursed the City for it's cost in the repairs and installation.

I approve this Ordinance and urge its Adoption



**ORDINANCE NO. 1919**

**AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE CITY OF OMAK  
APPROPRIATING ADDITIONAL EXPENDITURES AND RECOGNIZING  
REVENUES IN THE AFFORDABLE HOUSING FUND**

**WHEREAS**, the City of Omak adopted the 2022 Budget by passage of Ordinance No. 1908 on December 6, 2021; and

**WHEREAS**, the Okanogan County Housing authority has constructed affordable housing developments along Jonathan and Pine Street's; and

**WHEREAS**, the city was required to make unanticipated repairs to the intersection of Jonathan and Pine Streets to allow for safe vehicle traffic and the delivery of services; and

**WHEREAS**, the cost of the unanticipated repairs were reimbursed to the city from Okanogan County Housing Authority; and

**WHEREAS**, said expenditures are not one of the emergencies specifically enumerated in RCW 35A.33.080; and

**WHEREAS**, the City of Omak is desirous of amending its budget pursuant to RCW 35A.33.090.

**THE CITY COUNCIL OF THE CITY OF OMAK DO ORDAIN AS FOLLOWS:**

Section 1. Ordinance No. 1908 adopting the 2022 Budget, shall be amended to Include changes to the budget as shown in Attachment "A" of this ordinance.

Section 2. This ordinance shall become effective from and after the date of its passage by Council by a vote of one more than the majority of all Councilmembers, approval by the Mayor and publication as required by law.

**PASSED** by the City Council of the City of Omak, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Connie Thomas, City Clerk

\_\_\_\_\_  
Michael Howe, City Attorney

Filed with City Clerk: \_\_\_\_\_  
Passed by City Council: 1<sup>ST</sup> Reading \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Date Published: \_\_\_\_\_  
Date Effective: \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 2022, the City Council of the City of Omak passed Ordinance No. 1919.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2022

\_\_\_\_\_  
Connie Thomas, City Clerk

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**2022 BUDGET AMENDMENT ORDINANCE NO. 1919 ATTACHMENT "A"**

Description	2022 Budget	Revenue	Expenditure	Revised Budget
<b><u>Affordable Housing Fund # 106</u></b>				
<u>Miscellaneous Revenues</u>				
106-36-991-00-00	\$0.00	\$17,344.00		\$17,344.00
<u>Street Paving Project</u>				
106-595-30-60-00	\$0.00		\$17,344.00	\$17,344.00
106 Expenditure Total	\$ 0.00		\$ 17,344.00	\$17,344.00
106 Fund Total	\$ 40,479.00			\$40,479.00

**Affordable Housing Fund**

This Ordinance appropriates \$17,344.00 for street repairs and recognizes a like amount of additional Revenue. Ending Fund Balance is unchanged.





## MEMORANDUM

**To:** Omak City Council  
Cindy Gagné, Mayor

**From:** City Administrator/City Clerk

**Date:** November 7, 2022

**Subject:** Resolution 65-2022 – Designate Official City Newspaper for 2023

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The attached Resolution No. 65-2022, A Resolution of the Omak City Council of the City of Omak Designating an Official Newspaper for the City of Omak in 2023 is forwarded to you for your consideration.

The City of Omak is required by Statute to designate an official newspaper of general circulation for our legal and advertising needs. A request to bid was emailed to the Wenatchee World and the Omak-Okanogan Chronicle for “per column inch” costs for 2023.

The City of Omak received a single bid from the Omak-Okanogan Chronicle. The bid was for \$10.25 per column inch for 2023 which is the same as the current 2022 costs (see attached).

I support this Resolution and urge its adoption.

**RESOLUTION NO. 65-2022**

**A RESOLUTION DESIGNATING AN OFFICIAL NEWSPAPER  
FOR THE CITY OF OMAK IN 2023**

**WHEREAS**, RCW 35.21.875 provides as follows:

“Each city and town shall designate an official newspaper by resolution. The newspaper shall be of general circulation in the city or town and have the qualifications prescribed by Chapter 65.16. RCW.”; and

**WHEREAS**, RCW 35.23.352 (7) provides as follows:

“Bids shall be called annually and at a time and in the manner prescribed by ordinance for the publication in a newspaper of general circulation in the city or town of all notices or newspaper publications required by law. The contract shall be awarded to the lowest responsible bidder.”; and

**WHEREAS**, the newspaper designated below meets the requirements prescribed by Chapter 65.16 RCW.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON**, as follows:

Section 1. The following newspaper is hereby designated the official newspaper of the City of Omak for 2023: **The Omak-Okanogan County Chronicle.**

**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

## Connie Thomas

---

**From:** Teresa Myers <tmyers@omakchronicle.com>  
**Sent:** Monday, October 17, 2022 9:34 AM  
**To:** Connie Thomas  
**Subject:** RE: ACCEPTING BIDS FOR THE CITY OF OMAK OFFICIAL NEWSPAPER IN 2023

[External Email]

Connie, the Chronicle would like to offer a bid of \$10.25 per column inch of legal advertising if it is designated an official newspaper for the City of Omak in 2023. Please let me know if you require further documentation. Teresa Myers.

*Teresa Myers  
Publisher/Marketing Executive  
Omak Okanogan County Chronicle  
The Good Life Magazine  
509-826-1110 ext. 122  
Monday – Thursday  
9 a.m. – 4 p.m.*

---

**From:** Connie Thomas <clerk@omakcity.com>  
**Sent:** Friday, October 14, 2022 12:07 PM  
**To:** Teresa Myers <tmyers@omakchronicle.com>  
**Subject:** ACCEPTING BIDS FOR THE CITY OF OMAK OFFICIAL NEWSPAPER IN 2023  
**Importance:** High

Hello Teresa,  
Another year is almost over and it's time to go out to bid for our 2023 Newspaper of Record. The City of Omak is asking for a bid from the Omak Chronicle for legal advertising. This will be for 2023 services. Bids should be in a "per column inch" cost basis.

Bids should be submitted to me, by email by 5:00 PM, Friday, October 28, 2022.

Please let me know if you have any questions.

Connie Thomas, CMC  
City Clerk  
[clerk@omakcity.com](mailto:clerk@omakcity.com)  
509-826-1170

**Public Records Disclosure Notice**

*Messages sent to and from this email address may be subject to the Washington State Public Records Act  
RCW 42.56*







**INTEROFFICE MEMORANDUM**

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**TO:** MAYOR GAGNÉ  
OMAK CITY COUNCIL

**FROM:** FINANCE DEPARTMENT

**SUBJECT:** RES. 66-2022– VENDOR AGREEMENT WITH OCCAC

**DATE:** NOVEMBER 7, 2022

The attached **Resolution 66-2022, a Resolution Approving a Vendor Agreement with Okanogan County Community Action Council for Water Assistance Program**, is forwarded for your consideration.

Community Action is entering a new program year and would again, like to partner with the city in the Low-Income Water Assistance Program. Council approved a similar agreement in 2021 (Resolution 67-2021). OCCAC has been instrumental in seeking and distributing federal funding to eligible residents in Omak as well as Okanogan County. This agreement runs through September 2023.

I support this Resolution and urge its adoption.

**RESOLUTION NO. 66-2022**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A VENDOR AGREEMENT WITH OKANOGAN COUNTY COMMUNITY ACTION COUNCIL FOR WATER ASSISTANCE PROGRAM**

**WHEREAS**, the Okanogan County Community Action Council has Federal funding available to assist eligible customers with their utility payments; and

**WHEREAS**, the City of Omak is the provider of water, sewer, storm, and garbage utilities within its defined service areas; and

**WHEREAS**, the agreement between the City of Omak and the Okanogan Community Action Council defines each agency's responsibility and assures accountability to the Federal funding program.

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Omak hereby approves the **Low-Income Water Assistance Program Vendor Agreement** between the City of Omak and the Okanogan County Community Action Council, for the period from October 1, 2022, to September 30, 2023, as shown on **Exhibit "A"**, attached hereto.

**INTRODUCED** and passed this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael Howe, City Attorney





# EXHIBIT A

## Low-Income Water Assistance Program Vendor Agreement

This agreement, dated as of **October 1, 2022**, is entered into by and between **Okanogan County Community Action Council**, and **City of Omak**, a supplier of home water/sewer services.

### **PURPOSE**

Funding for Low-Income Water Assistance Program (LIHWAP) payments are governed by Federal Law 42 U.S.C. 8624: Low-Income Home Energy Assistance Act of 1981, and subsequent amendments. This act requires that certain assurances be satisfied before utility assistance payments are made, on behalf of eligible individuals, to suppliers of home water/sewer services. This agreement defines the conditions that the Utility Vendor must agree to so that the Agency can make assistance payments to the Utility Vendor on behalf of eligible households.

### **AGENCY RESPONSIBILITIES**

#### **The Agency shall:**

1. Accept and review client applications and determine eligibility of households for LIHWAP payments.
2. Follow procedures that minimize the time elapsing between the receipt of LIHWAP funds and their disbursement to the vendor.
3. Make payments in a timely manner to the Vendor on behalf of eligible households between **October 1<sup>st</sup> and September 30<sup>th</sup>** of the program year for the term of this agreement.
4. Follow sound fiscal management policies, including, but not limited to segregation of LIHWAP funds from other operating funds of the agency.
5. Notify vendor of customer's eligibility and the benefit amount available for vendor services.
6. Incorporate policies that assure the confidentiality of eligible household's water usage, balance, and payments.

### **Utility Vendor Responsibilities**

#### **The Utility Vendor shall:**

1. Immediately apply the benefit payment to customer's current/past due bill, deposit/reconnect requirements
2. Notify the customer of the amount of benefit payment applied to the customer's billing.
3. Keep customer records confidential.
4. Maintain records for four years from the date of this agreement, or longer if the utility vendor is notified that a fiscal audit for a specific program year is unresolved.



5. Not treat adversely, or discriminate against any household that receives LIHWAP payments, either in the cost of the goods supplied or the services provided.
6. Upon request of the Agency, provide eligible customers' utility bill or account information for the sole purpose of determining the customers' benefit.
7. Make records available for review by authorized staff of the Agency and Washington State Department of Commerce and the U.S. Department of Health and Human Services.

**Required records for audit purposes**

The Vendor will keep records showing the following:

1. Name and address of households who received LIHWAP payments.
2. Amount of assistance accrued to each household.
3. Source of payment, (LIHWAP Assistance, ERAP, etc.)

**Credit Balances**

If a customer has a credit balance and no longer needs services from the utility Vendor, the Vendor shall:

1. Forward a check in the amount of any remaining credit balance directly to the customer, or, if directed by the customer, forward a two-party check for this balance to the customer in the customer's name and the name of the new home utility vendor.
2. If the customer dies leaving a credit balance resulting from a LIHWAP payment, the remaining credit becomes part of the customer's estate.
3. The utility Vendor shall dispose of all unclaimed credit balances according to customary procedures or applicable Washington State law.





**City Other Provisions:**

**Term of Agreement**

This agreement is effective from the date of execution for the current program year, which is defined as October 1<sup>st</sup> through September 30<sup>th</sup> and must be renewed on an annual basis.

**Termination**

This agreement may be terminated by either party with thirty (30) day written notice to the other party. Termination shall not extinguish authorized obligations incurred during the term of this agreement. If LIHWAP funding is withdrawn, reduced, or eliminated by The Department of Commerce, the Agency has the right to terminate this agreement immediately.

**Assignment of Agreement**

Neither party may assign the agreement or any of the rights, benefits, and remedies conferred upon it by this agreement to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The Vendor and the Agency do hereby agree to the conditions set forth in this agreement.

**Agency**

**Vendor**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Jennifer Short  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

LIHWAP Program Coordinator  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Okanogan County Community Action Council  
\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(509) 422-4041  
\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number





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The Vendor and the Agency do hereby agree to the conditions set forth in this agreement.

**Agency**

**Vendor**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Jennifer Short  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

LIHWAP Program Coordinator  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Okanogan County Community Action Council  
\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(509) 422-4041  
\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number





## MEMORANDUM

**To:** Omak City Council  
Cindy Gagné, Mayor

**From:** Daniel J. Christensen, Police Chief

**Date:** November 2, 2022

**Subject:** Resolution 67-2022 – Authorizing Narcotic Task Force Agreement

The attached Resolution No. 67-2022, Authorizing the Operational Agreement Between North Central Washington Narcotics Task Force and the City of Omak for 2023, is submitted for your review.

This Resolution authorizes the Mayor to execute the agreement for 2023. There are no changes to the agreement and the membership dues for the inclusion remain \$5,300 a year.

I support this Resolution and request Council approval.

**RESOLUTION NO. 67-2022**

**OPERATIONAL AGREEMENT BETWEEN  
NORTH CENTRAL WASHINGTON NARCOTICS TASK FORCE  
AND THE CITY OF OMAK FOR 2023**

THE CITY COUNCIL OF THE CITY OF OMAK, Washington do hereby resolve that the North Central Washington Narcotics Task Force Operational Agreement, between the **CITY OF OMAK**, a municipal corporation, and **NORTH CENTRAL WASHINGTON NARCOTICS TASK FORCE**, (NCWNTF) effective from January 1, 2023 through December 31, 2023, is attached as Exhibit "A", and 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 \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael Howe, City Attorney

## NORTH CENTRAL WASHINGTON NARCOTICS TASK FORCE OPERATIONAL AGREEMENT

THIS OPERATIONAL AGREEMENT is entered into pursuant to RCW 10.93 and RCW 39.34 and describes the duties and responsibilities of each jurisdiction and the operation of the North Central Washington Narcotics Task Force (NCWNTF). The participating jurisdictions are listed in Attachment A. This Agreement shall supersede all previous Task force Agreements upon its execution.

### I. PROJECT DESCRIPTION

- 1.1 The North Central Washington Narcotics Task Force shall operate within the participating jurisdictions. The Task Force shall continue to be composed of personnel assigned from federal law enforcement agencies, the Washington State Patrol, law enforcement agencies within the counties, tribal law enforcement and the prosecutors' offices.
- 1.2 Each agency will participate for a period effective January 1, 2023 through the end of December 31, 2023.

### II. BOARD OF DIRECTORS AND STRUCTURE OR ORGANIZATION

- 2.1 Overall governance of the NCWNTF's operations, including the setting of investigative priorities and general operating procedures as outlined in the task force grant, will be vested in a Board of Directors consisting of the chief law enforcement officer or agent from each participating jurisdiction



including state and federal and the Okanogan and Ferry County Prosecutors. The participating jurisdictions recognize that two or more jurisdictions may employ the same chief law enforcement officer or agent. In such event, the chief law enforcement officer or agent shall be entitled to cast a vote for each represented jurisdiction.

- 2.2 Each jurisdiction represented on the Board or by members of the Board of Directors shall have an equal vote in the conduct of its business. A quorum at a scheduled board meeting shall constitute seven votes. Each Board member may designate a subordinate to attend any particular Board meeting, which designee shall have full voting authority. When the board votes on any matter, a majority of those voting at a duly called meeting at which a quorum is present shall be required to conduct business. The Board shall have the authority to act and amend the policies and procedures which govern the actions of the Task Force.
- 2.3 The Board of Directors may assign or delegate such duties as it chooses to an Executive Committee selected from its members. The Executive Committee shall consist of three members of the Board who shall be appointed by the Chairperson.
- 2.4 The Board of Directors shall elect a chairperson from among its members to serve for one year. The Board of Directors shall meet at least four times a year. The chairman shall have the authority to call a special meeting of the board upon at least seven days notice to each board member.

- 2.5 The Board of Directors shall designate a Task Force Commander and a Financial Coordinator for the North Central Washington Narcotics Task Force. All persons assigned to the NCWNTF shall work under the immediate supervision and direction of the Task Force Commander. In the event that the Task Force Commander or the Financial Coordinator is gone for an extended period of time, the Executive Board will meet to determine a temporary replacement of that position. All persons assigned to the NCWNTF shall adhere to the rules and regulations as set forth in the NCWNTF's Policy and Procedures Manual, as well as their individual departmental rules, policies and procedures.
- 2.6 Personnel assigned to or otherwise participating in activities of the NCWNTF shall be deemed to be continuing under the employment of the jurisdiction assigning said individuals, or otherwise permitting their participation, and said subject employer(s) jurisdiction(s) shall remain liable for all acts or neglect of their said employee(s) and each such employer jurisdiction further agrees to indemnify and hold harmless all of the other jurisdictions/parties to this agreement, including their officers, agents and employees from all damages of every kind and nature whatsoever that may be claimed or accrued by reason of the acts or neglect of their assigned and/or participating employee(s).
- 2.7 Employees hired directly by the NCWNTF shall be special employees of the Okanogan County Sheriff's Office and are exempt from Civil Service hiring.

Guild membership is allowed to obtain the sheriff's office medical and dental benefits only – as approved by the Guild.

- 2.8 Any duly sworn peace officer, while assigned to duty with the NCWNTF as herein provided and working at the direction of the Executive Board, its chairperson, and the Task Force Commander, shall have the same powers, duties, privileges and immunities as are conferred upon him/her as a peace officer in the participating jurisdictions that employ him/her.
- 2.9 Participating agencies may withdraw from the NCWNTF by written statement of termination directed to the chairperson of the Board. Termination of an agency's participation will take place automatically thirty (30) days after receipt of such written notice or immediately upon written notification that said agency is unable to sustain the required funding.

### III. CONTEMPLATED NCWNTF TASKS

- 3.1 The general priority will be to continue investigations centering on narcotics trafficking, attempting to impact the highest-level dealers and wholesalers possible. When a determination of specific priorities must be made, the Board will direct the Task Force Commander. The NCWNTF will be responsible for accomplishing the Board's objectives.

### IV. NCWNTF OBJECTIVES

- 4.1 This section identifies specific targeted measures to be attained by the North Central Washington Narcotics Task Force during the program year.
- A. Continue to disrupt drug organizations within the participating jurisdictions.



- B. Continue to gather and report intelligence data relating to illegal drug activities within the participating jurisdictions.
- C. Continue to make arrests that will impact the highest-level dealer and wholesaler as possible.
- D. Continue to effectively prosecute drug traffickers.
- E. Continue to promote law enforcement cooperation through multi-agency investigations.
- F. Continue to impact drug trafficking organizations.

#### V. FINANCIAL COMMITMENT

- 5.1 The agreed contribution fees of each participating jurisdiction are set out in the schedule, which is included as Attachment B. Agencies that are unable to pay all of their participation fee will be reviewed for membership on a case by case basis. Contributions will be monetary unless otherwise approved by the board. The board may impose sanctions such as ineligibility to share multi-agency forfeited assets, equipment distribution and abstaining from the voting process.

#### VI. BUDGET

- 6.1 The Financial Coordinator, under the supervision of the Board Chairperson, shall be responsible for the accounting of NCWNTF expenditures.
- 6.2 Forfeited assets will stay with the NCWNTF. The distribution of multi-agency forfeited assets will be decided by the Executive Board. Funds derived from asset forfeitures or court orders shall be held by the Task Force and used to fund its future operations. Equipment purchased with

Task Force funds will belong to the NCWNTF. In the event, the NCWNTF is disbanded; such NCWNTF equipment derived from seizures will be distributed in proportion to that agency's contribution, both monetary and in-kind services. However, if less than all agencies terminate, equipment derived from seizures will remain with the NCWNTF. Any equipment loaned to the NCWNTF by an agency will be returned to that agency.

- 6.3 The NCWNTF will maintain a fund to be used for drug buys and for the purchase of information. This fund will continue to serve as the basis for enforcement work and will not be used for normal expense.

## VII. CONCLUSION

Law enforcement agencies continue to be faced with the responsibility of increased narcotics investigations with decreasing resources. The North Central Washington Narcotics Task Force has proven its ability to make significant impacts on crime. The NCWNTF is an extremely efficient use of law enforcement expenditures. The cost effectiveness of the NCWNTF for city, county and tribal resources is enhanced by the participation of the Okanogan and Ferry County Prosecutor's Offices, the Washington State Patrol, Colville Tribal Police Department and other federal enforcement authorities. This integrated law enforcement approach to narcotics investigations has been proven as a positive approach to combating the increasing lawlessness that surrounds narcotics within our respective counties.

NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

Attachment A  
List of Participating Agencies

City of Okanogan

City of Twisp

City of Brewster

City of Winthrop

City of Omak

City of Tonasket

City of Oroville

Washington State Patrol

City of Pateros

United States Port of Entry

United States Border Patrol

Colville Tribal Police Department

Okanogan County Sheriff's Office

Okanogan County Prosecuting Attorney's Office

Homeland Security Investigations

Ferry County Prosecuting Attorney's Office

Ferry County Sheriff's Office



NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

The Undersigned represent that each has authority to act on behalf of his/her agency. On behalf of that agency, each hereby agrees to participate in the North Central Washington Narcotics Task Force in accordance with the Operational Agreement. Each further agrees to provide cash participation fees as provided in Attachment B by January 15, 2023.

\_\_\_\_\_  
OKANOGAN COUNTY  
by Chairperson  
Board of County Commissioners

\_\_\_\_\_  
Date

NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

The undersigned represents that he or she has authority to act on behalf of their agency. On behalf of that agency, each hereby agrees to participate in the North Central Washington Narcotics Task Force in accordance with the Operational Agreement attached hereto. Each further agrees to provide cash participation fees as provided in Attachment B by January 15, 2023.

DATE: \_\_\_\_\_

\_\_\_\_\_  
CHIEF STEVE BROWN  
COLVILLE TRIBE POLICE DEPARTMENT

NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

The undersigned represents that he or she has authority to act on behalf of their agency. On behalf of that agency, each hereby agrees to participate in the North Central Washington Narcotics Task Force in accordance with the Operational Agreement attached hereto. Each further agrees to provide cash participation fees as provided in Attachment B by January 15, 2023.

DATE: \_\_\_\_\_

\_\_\_\_\_  
SHERIFF TONY HAWLEY  
OKANOGAN COUNTY SHERIFF'S OFFICE



NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

The undersigned represents that he or she has authority to act on behalf of their agency. On behalf of that agency, each hereby agrees to participate in the North Central Washington Narcotics Task Force in accordance with the Operational Agreement attached hereto. Each further agrees to provide cash participation fees as provided in Attachment B by January 15, 2023.

DATE: \_\_\_\_\_

\_\_\_\_\_  
SHERIFF TONY HAWLEY  
TONASKET POLICE DEPARTMENT

NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

The undersigned represents that he or she has authority to act on behalf of their agency. On behalf of that agency, each hereby agrees to participate in the North Central Washington Narcotics Task Force in accordance with the Operational Agreement attached hereto.

DATE: \_\_\_\_\_

\_\_\_\_\_  
PROSECUTOR KATHRYN BURKE  
FERRY COUNTY PROSECUTING ATTORNEY'S OFFICE

NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

The undersigned represents that he or she has authority to act on behalf of their agency. On behalf of that agency, each hereby agrees to participate in the North Central Washington Narcotics Task Force in accordance with the Operational Agreement attached hereto.

DATE: \_\_\_\_\_

\_\_\_\_\_  
PROSECUTOR ALBERT LIN  
OKANOGAN COUNTY PROSECUTING ATTORNEY'S OFFICE



NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

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DATE: \_\_\_\_\_

\_\_\_\_\_  
CHIEF PAUL BOWDEN  
COULEE DAM POLICE DEPARTMENT

NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

The undersigned represents that he or she has authority to act on behalf of their agency. On behalf of that agency, each hereby agrees to participate in the North Central Washington Narcotics Task Force in accordance with the Operational Agreement attached hereto.

DATE: \_\_\_\_\_

\_\_\_\_\_  
COLVILLE TRIBE EXECUTIVE DIRECTOR

NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

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DATE: \_\_\_\_\_

\_\_\_\_\_  
CHIEF MARCOS RUIZ  
BREWSTER POLICE DEPARTMENT



NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

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DATE: \_\_\_\_\_

\_\_\_\_\_  
SHERIFF TONY HAWLEY  
PATEROS POLICE DEPARTMENT

NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

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DATE: \_\_\_\_\_

\_\_\_\_\_  
CHIEF PAUL BUDROW  
TWISP POLICE DEPARTMENT

NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

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DATE: \_\_\_\_\_

\_\_\_\_\_  
CHIEF MIKE LANGFORD  
OROVILLE POLICE DEPARTMENT



NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

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DATE: \_\_\_\_\_

\_\_\_\_\_  
CHIEF DAN CHRISTENSEN  
OMAK POLICE DEPARTMENT

NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

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DATE: \_\_\_\_\_

\_\_\_\_\_  
SHERIFF TONY HAWLEY  
OKANOGAN POLICE DEPARTMENT

NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

The undersigned represents that he or she has authority to act on behalf of their agency. On behalf of that agency, each hereby agrees to participate in the North Central Washington Narcotics Task Force in accordance with the Operational Agreement attached hereto.

DATE: \_\_\_\_\_

\_\_\_\_\_  
AARON MCNAIR  
U.S. BORDER PATROL  
PATROL AGENT IN CHARGE

NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

The undersigned represents that he or she has authority to act on behalf of their agency. On behalf of that agency, each hereby agrees to participate in the North Central Washington Narcotics Task Force in accordance with the Operational Agreement attached hereto.

DATE: \_\_\_\_\_

\_\_\_\_\_  
DANIEL McELHERAN  
CURLEW STATION  
U.S. BORDER PATROL



NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

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DATE: \_\_\_\_\_

\_\_\_\_\_  
MARSHAL JOHNSON  
WINTHROP MARSHAL'S OFFICE

NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

The undersigned represents that he or she has authority to act on behalf of their agency. On behalf of that agency, each hereby agrees to participate in the North Central Washington Narcotics Task Force in accordance with the Operational Agreement attached hereto.

DATE: \_\_\_\_\_

\_\_\_\_\_  
KEN WEST  
RESIDENT AGENT IN CHARGE  
HOMELAND SECURITY INVESTIGATIONS

NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

The undersigned represents that he or she has authority to act on behalf of their agency. On behalf of that agency, each hereby agrees to participate in the North Central Washington Narcotics Task Force in accordance with the Operational Agreement attached hereto.

DATE: \_\_\_\_\_

---

DIRECTOR JESSE PROCTOR  
PORT OF ENTRY  
CUSTOMS AND BORDER PROTECTION

NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

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DATE: \_\_\_\_\_

\_\_\_\_\_  
SHERIFF RAY MAYCUMBER  
FERRY COUNTY SHERIFF'S OFFICE



NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

Attachment B - Schedule of Cash Contributions

**\$3,300.00**

City of Okanogan

City of Brewster

Ferry County Sheriff's Office

**\$5,300.00**

City of Omak

**\$6,300.00**

Okanogan County Sheriff's Office

**\$2,300.00**

City of Oroville

City of Pateros

City of Coulee Dam

City of Winthrop

City of Twisp

City of Tonasket

NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

Support for Continuation of NCWNTF

\_\_\_\_\_  
MAYOR, City of Pateros

\_\_\_\_\_  
MAYOR, City of Omak

\_\_\_\_\_  
MAYOR, City of Coulee Dam

\_\_\_\_\_  
MAYOR, City of Brewster

\_\_\_\_\_  
MAYOR, City of Oroville

\_\_\_\_\_  
MAYOR, City of Twisp

\_\_\_\_\_  
MAYOR, City of Okanogan

\_\_\_\_\_  
MAYOR, City of Tonasket

\_\_\_\_\_  
MAYOR, City of Winthrop



## MEMORANDUM

**To:** Omak City Council  
Cindy Gagné, Mayor

**From:** Daniel J. Christensen, Police Chief

**Date:** November 2, 2022

**Subject:** Resolution 68-2022 – Ammendment#1 Beacon Health Options, INC

The attached Resolution No. 68-2022, Authorizing the Amendment #1 to Agreement for Provision of Services by and Between Beacon Health Options, INC and the City of Omak, is submitted for your review.

This Resolution authorizes the Mayor to execute and update the agreement from July 1, 2022 to March 14, 2023.

The amendment updates contract language and is not a significant change for our grant funding, reimbursement, and operations.

I support this Resolution and request Council approval.

**RESOLUTION NO. 68-2022**

**AMMENDMENT#1 TO AGREEMENT FOR PROVISION OF SERVICES BYADN  
BETWEEN BEACON HEALTH OPTIONS, INC  
AND  
CITY OF OMAK**

**THE CITY COUNCIL OF THE CITY OF OMAK**, Washington do hereby resolve that the Ammdement#1 to the Beacon Health Agreement, between the **CITY OF OMAK**, a municipal corporation, and **BEACON HEALTH OPTIONS, INC.** effective from July 1, 2023 through March 14, 2023, is attached as Exhibit "A", and 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 \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael Howe, City Attorney



# EXHIBIT A

**AMENDMENT #1 TO  
AGREEMENT FOR PROVISION OF SERVICES  
BY AND BETWEEN  
BEACON HEALTH OPTIONS, INC.  
AND  
CITY OF OMAK**

This first amendment ("Amendment") amends Agreement for Provision of Services ("Agreement") entered into by and between Beacon Health Options, Inc. ("Beacon") and City of Omak ("Vendor"). Unless otherwise defined herein, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

WHEREAS, the Agreement permits amendments to the Agreement by Beacon and Vendor; and

WHEREAS, Beacon and Vendor desire to amend the Agreement to make certain changes to it.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agreement is hereby amended as follows, effective **July 1, 2022**:

1. Exhibit A Scope of Work Co-Responder Program is removed in its entirety and replaced with Exhibit A.A1 Scope of Work Co-Responder Program.
2. This Amendment shall be effective upon the date set forth by Beacon following signature by both Beacon and Vendor.
3. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect without modification.
4. Scope of work pursuant with contract terms between Beacon and Health Care Authority as dictated in contract amendment dated July 1, 2022.

**City of Omak**

**BEACON HEALTH OPTIONS, INC.**

\_\_\_\_\_  
**By:**

\_\_\_\_\_  
**By:**

\_\_\_\_\_  
**Title:**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**TIN: 91-6001262**

## Exhibit A: Scope of Work Co-Responder Program

### I. Program Overview.

1. The Co-Responder model pairs first responders and behavioral health ~~specialist professionals~~ professional to respond to behavioral health-related calls for service. These teams utilize the combined expertise of the first responder and the behavioral health specialist professional to de-escalate situations and help link people with behavioral health issues to appropriate services. There are generally two approaches: 1) a first responder and behavioral health specialist professional ride together in the same vehicle for an entire shift or 2) the behavioral health specialist professional is called to the scene and the call is handled together.

### II. Program Requirements.

#### 1. Program Goals:

- a. Prevention of unnecessary incarceration and/or hospitalization of mentally ill individuals.
- b. Providing alternate care in the least restrictive environment through a coordinated system-wide approach.
- c. Preventing duplication of mental health services.
- d. Facilitate the return of first responders to first responder activities.

#### 2. Population Served

- a. Individuals in the community experiencing a behavioral health crisis or other issue that precipitates a call for first responder service

#### 3. Essential Elements and Services

##### a. On-Scene Crisis Response

- i. Crisis de-escalation
- ii. Behavioral health screening and assessment
- iii. Call disposition planning

##### b. Services

- i. Referral, linkage and resource acquisition to community-based services
- ii. Outreach and linkage to families, when appropriate
- iii. Peer support
- iv. Care coordination with systems of care

### III: Maximum Contract Amounts.

- (1) Beacon shall have no obligation to pay for costs or claims in excess of the amounts listed below for the identified periods, unless this contract is amended pursuant to the terms of the Agreement.

(2) Capital Purchases made for programs funded under this agreement are to be utilized explicitly for the funded

program under which the purchase was made. Assets for this program will be used at the level of 90% specifically. De minimus use will be allowed. If the program funding is discontinued, the State of Washington can decide to re-purpose the assets for the benefit of this or other programs. Capital purchases may include technology and transportation and other costs associated with operations.

a. Capital purchases \$5,000 and over must receive prior approval from Beacon.

b. When vehicle purchases are approved, a vehicle usage policy must be submitted to Beacon for approval.

i. The vehicle usage policy shall include maintenance of a transportation log to track, at a minimum, the following data: trip date, trip start time, driver identification, passenger identification, pick up location, drop off location, and trip end time.

1. A copy of the transportation log shall be included with the monthly invoice.

ii. Vendor agrees, at its sole expense, to obtain and maintain the following vehicle insurance:

1. Comprehensive motor vehicle coverage subject to limits of at least \$1,000,000 for any one person, \$1,000,000 for any one accident for bodily injury, and \$1,000,000 for property damage, and uninsured motorist.

(2)(3) Definitions:

a. Payment Method:

i. Capacity means the Vendor will submit monthly invoices to Beacon for ~~the funding period total divided by the number of months in the funding period~~ ~~1/6 of each 6 month period's contract maximum.~~

ii. Cost Reimbursement means the Vendor will submit monthly invoices to Beacon for ~~the deliverable, performance measure, or~~ actual costs to be reimbursed up to the contract maximum. At a minimum, invoices should include itemization of staff time (hourly rate x items charged), overhead, supplies, ~~deliverables,~~ etc.

iii. Staffing means the Facility will submit monthly invoices to Beacon for the funding period total divided by the number of months in the funding period to obtain reimbursement for the funded staff. Invoices should not be submitted if a funded position becomes vacant. If invoices are submitted for vacant funded positions they will not be paid. At a minimum, invoices should include itemization of staff time (hourly rate x items charged), overhead, supplies, etc.

1. With prior approval, funds may be used for recruiting costs to fill vacant funded positions.

(3)(4) The following table outlines the maximum amounts funded under this contract for the stated period. Unspent funds do not carry over after March 14, 2023.

(4)(5) Monitoring Vendor spending against the funds allocated in this Amendment is the responsibility of Vendor. Beacon supports this responsibility by providing Vendor with periodic Finance Memos that include payments made by Beacon to Vendor and any remaining funds available for that fiscal year.



~~(5)~~(6) Invoices shall be submitted monthly within 20 calendar days of the end of the monthperiod being billed. Final invoices must be submitted within 20 calendar days of the end of state fiscal year or grant funding year. **Invoices not received within these timeframes may be denied for payment.**

**Table 1.A1**  
**Maximum Contract Amounts**  
**February 1, 2022 – March 14, 2023**

Program or Service	Payment Method	Fund Source	Total
Co-Responder Program (1.0 FTE Behavioral Health Staff + \$4,400 Program Supplies)	Cost Reimbursement	MHBG COVID BH-ASO Treatment <del>Crisis</del> Services	\$61,600
		SABG COVID BH-ASO Treatment Funding	\$32,800
<b>Grand Total</b>			<b>\$94,400</b>

**IV. Compliance.**

(1) The Vendor shall maintain Policy and Procedures that demonstrate compliance with contractual requirements.

~~(1)~~(2) Comply with all applicable state and federal laws, rules, and regulations related to services rendered to Eligible individuals, and applicable requirements of the Beacon and Washington State Health Care Authority Contract.

~~(2)~~(3) Comply with Beacon’s Program Integrity requirements and HCA approved Program Integrity policies and procedures.

~~(3)~~(4) Implement procedures to screen employees, contractors, subcontractors, volunteers, and Board of Directors to ensure individuals are not excluded from participation in Federal programs. Screening will be completed upon hire and monthly thereafter.

~~(4)~~(5) Guard against Fraud, Waste and Abuse by creating a Compliance Plan that includes:

- a. Implementing written policies, procedures and standards of conduct, including whistleblower protection
- b. Designating a Compliance Officer and Compliance Committee
- c. Conducting effective ongoing training and education of employees and volunteers
- d. Developing effective lines of communication
- e. Enforcing standards though well-publicized disciplinary guidelines
- f. Conducting internal monitoring and auditing
- g. Responding promptly to detected offenses and developing corrective actions;



- ~~(5)~~(6) \_\_\_\_\_ Participate in Beacon required or HCA sponsored Quality Improvement activities.
- ~~(6)~~(7) \_\_\_\_\_ Keep records necessary to adequately document services provided in a manner consistent with state and federal laws and regulations.
- ~~(7)~~(8) \_\_\_\_\_ Provide Beacon and/or Payors with timely access to records, information and data necessary for Beacon and/or Payors to meet their respective obligations under their Contract;
- ~~(8)~~(9) \_\_\_\_\_ Submit all reports and clinical information required by Beacon and/or Payors that may be required by Contract(s) and to ensure the quality, appropriateness and timeliness of contracted services;
- ~~(9)~~(10) \_\_\_\_\_ Notify Beacon when a Washington State entity performs any audit related to the activities contained in this contract, and submit any report and corrective action plan related to the audit to Beacon.

V. Additional Provisions Required of the Washington State Health Care Authority (HCA).

- (1) Vendor shall not subcontract services identified in this contract without the express permission of Beacon Health Options. Beacon will respond in a timely manner to subcontracting requests and clearly communicate feedback about potential subcontractor(s) and subcontract language. In the event subcontracting is approved, all requirements contained in this contract must be included in any subcontract (45 CFR 92.35 ).
- (2) The Vendor shall develop a statement of individual participants rights applicable to the service the Vendor is certified to provide inform, post, and guarantee that each Individual has the following rights in compliance with WAC 246-341-0600:
  - ~~a. To information regarding the Individual's behavioral health status.~~
  - ~~b. To receive all information regarding behavioral health treatment options including any alternative or self-administered treatment, in a culturally competent manner.~~
  - ~~c. To receive information about the risks, benefits, and consequences of behavioral health treatment (including the option of no treatment).~~
  - ~~d. To participate in decisions regarding his or hertheir behavioral health care, including the right to refuse treatment and to express preferences about future treatment decisions.~~
  - ~~e. To be treated with respect and with due consideration for his or hertheir dignity and privacy.~~
  - ~~f. To be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.~~
  - ~~g. To request and receive a copy of his or hertheir medical records, and to request that they be amended or corrected, as specified in 45 C.F.R. Part 164.~~
  - ~~h. To be free to exercise his or hertheir rights and to ensure that to do so does not adversely affect the way the Vendor treats the Individual.~~
- ~~(3) The Vendor shall ensure Individual self-determination by:~~

- ~~a. Obtaining informed consent prior to treatment from Individuals, or persons authorized to consent on behalf of an Individual, as described in RCW 7.70.065;~~
- ~~b. Complying with the provisions of the Natural Death Act (Chapter 70.122 RCW) and state rules concerning Advance Directives (WAC 182-501-0125); and,~~
- ~~c. When appropriate, informing Individuals of their right to make anatomical gifts (Chapter 68.64 RCW).~~

~~(4)(3)~~ Participate in training when requested by the HCA. Exceptions must be in writing and include a plan for how the required information shall be provided to staff.

~~(5)(4)~~ Vendor shall investigate and disclose to Beacon and HCA immediately upon becoming aware of any person in their employment who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XX of the Social Security Act since the inception of those programs.

~~(6)(5)~~ Vendor shall require nondiscrimination in employment and Individual services.

~~(7)(6)~~ Vendor shall conduct criminal background checks and maintain related policies and procedures and personnel files consistent with requirements in RCW 43.43 and, WAC 246-341.

~~(8)(7)~~ Vendor shall comply with Beacon's fraud and abuse policies and procedures.

~~(9)(8)~~ Vendor shall not assign this Agreement without Beacon's written agreement.

~~(10)(9)~~ Vendor shall accept payment from Beacon as payment in full and shall not request payment from HCA or any Eligible Individual for Covered Services performed under this Agreement.

~~(11)(10)~~ Vendor agrees to hold harmless HCA and its employees, CMS and its employees, and all enrollees served under the terms of this Agreement in the event of non-payment by Beacon. Vendor further agrees to indemnify and hold harmless HCA and its employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against HCA or its employees through the intentional misconduct, negligence, or omission of Vendor, its agents, officers, employees or contractors.

~~(12)(11)~~ If, at any time, Beacon determines that Vendor is deficient in the performance of its obligations under the Agreement, Beacon may require Vendor to develop and submit a Corrective Action Plan (CAP) that is designed to correct such deficiency.

- a. Beacon shall approve, disapprove, or require modifications to the corrective action plan based on its reasonable judgment as to whether the corrective action plan will correct the deficiency.
- b. Vendor shall, upon approval of Beacon, immediately implement the corrective action plan, as approved or modified by Beacon.
- c. Vendor's failure to implement any corrective action plan may, in the sole discretion of Beacon, be considered breach of the Agreement, subject to any and all contractual remedies including termination of the Agreement with or without notice.



~~(13)~~(12) If the Vendor is a **faith-based organization (FBO)**, it shall meet the requirements of 42 CFR Part 54 as follows:

- a. Individuals requesting or receiving SUD services shall be provided with a choice of SUD treatment Vendors.
- b. The FBO shall facilitate a referral to an alternative Vendor within a reasonable time frame when requested by the recipient of services. The FBO shall report to the Contractor all referrals made to alternative Vendors.
- c. The FBO shall provide individuals served with a notice of their rights.
- d. The FBO provides individuals served with a summary of services that includes any inherently religious activities.
- e. Funds received from the FBO must be segregated in a manner consistent with federal regulation
- f. No funds may be expended for religious activities

~~(14)~~(13) Performance Evaluation. Beacon shall:

- a. At its discretion, upon reasonable notice during normal business hours, perform periodic programmatic and financial reviews. These may include on-site inspections and audits by Beacon or its agents of the records of Vendor relating to the provision of contracted services.
- b. Provide reasonable notice to Vendor prior to any on-site visit to conduct an audit, and further notify Vendor of any records Beacon wishes to review.
- c. Review and evaluate Vendor for its successful performance of all contractual obligations and its compliance with the terms of the Agreement.
- d. Inform Vendor of the results of any performance evaluations and of any dissatisfaction with Vendor's performance, and reserve the right to demand a corrective action plan or to terminate the Agreement.

~~(15)~~(14) Loss of Program Authorization

- a. Should any part of the work under this Contract relate to a state program that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which authority has been withdrawn, or which is the subject of a legislative repeal), Vendor must do no work on that part after the effective date of the loss of program authority. If Vendor works on a program or activity no longer authorized by law after the date the legal authority for the work ends, Vendor will not be paid for that work. If Vendor was paid in advance to work on a no-longer-authorized program or activity and under the terms of this Contract the work was to be performed after the date the legal authority ended, the payment for that work must be returned. However, if Vendor worked on a program or activity prior to the date legal authority ended for that program or activity, and the state included the cost of performing that work in its payments to Vendor, Vendor may keep the payment for that work even if the payment was made after the date the program or activity lost legal authority.

(15) If a Vendor receives FBG funds, an annual fiscal review will be conducted regardless of reimbursement methodology. The Facility shall provide Beacon with requested documentation to comply with fiscal review requirements. Requested documents may include, but are not limited to, the following:

- a. An accounting of FBG expenditures by revenue source.
- b. Confirmation that no expenditures were made for items prohibited by this Contract.
- c. Confirmation that expenditures were made only for the purposes stated in this Contract, and for services that were actually provided.
- d. FBG funds cannot be used for the following:
  - i. Construction and/or renovation.
  - ii. Capital assets or the accumulation of operating reserve accounts.
  - iii. Equipment costs over \$5,000.
  - iv. Cash payments to Consumers
  - v. Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended...in full accordance with U.S. statutory...requirements.”); 21 U.S.C. §§ 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under the FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned substance under federal law.

(16) Term & Termination

- a. In addition to and notwithstanding the provisions set forth in the Agreement:
  - i. This Agreement may be terminated by either party for any reason upon ninety (90) days written notice to the other party.
- b. Any Scope of Work may be suspended or terminated by Beacon immediately upon written notice if:
  - i. Vendor is disqualified, terminated, suspended, debarred, or otherwise excluded from or ineligible for participation under the program or any other state or federal government-sponsored health program; or
  - ii. The Agreement is terminated or not renewed.

VI. Mental Health Block Grant (MHBG): If MHBG funds are received the Vendor shall:



- (1) Follow all rules and regulations of CFDA 93.958 for provision of services for the Block Grants for Community Mental Health (MHBG) program when funding is used.
- (2) Vendor may use block grant funds to help Individuals satisfy cost-sharing requirements for MHBG-authorized mental health services. The Vendor must ensure that:
  - a. The Vendor is a recipient of block grant funds;
  - b. Cost-sharing is for a block grant authorized service;
  - c. Payments are in accordance with MHBG laws and regulations;
  - d. Cost-sharing payments are made directly to the Vendor of the service; and
  - e. A report is provided to Beacon upon request that identifies:
    - i. The number of Individuals provided cost-sharing assistance;
    - ii. The total dollars paid out for cost-sharing; and
    - iii. Vendors who received cost-sharing funds.
- (3) Deliver MHBG services as described in the regional MHBG Project Plan for the current fiscal year approved by Beacon and the Health Care Authority.
- (4) Provide MHBG services to promote recovery for an adult with a SMI and resiliency for SED children in accordance with federal and state requirements.
- (5) Ensure that MHBG funds are used only for services to individuals who are not enrolled in Medicaid or for services that are not covered by Medicaid as described in the following table:

Benefits	Services	Use MHBG Funds	Use Medicaid
Individual is not a Medicaid recipient	Any Allowable Type	Yes	No
Individual is a Medicaid recipient	Allowed under Medicaid	No	Yes
Individual is a Medicaid recipient	Not Allowed under Medicaid	Yes	No

~~(6) MHBG funds cannot be used for the following:~~

- ~~a. Construction and/or renovation.~~
- ~~b. Capital assets or the accumulation of operating reserve accounts.~~
- ~~c. Equipment costs over \$5,000.~~
- ~~d. Cash payments to Consumers~~

~~e.—Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended...in full accordance with U.S. statutory...requirements.”); 21 U.S.C. §§ 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under the FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned substance under federal law.~~

~~(7)(6)~~ MHBG funds may not be used to pay for services provided prior to the execution of this Exhibit, or to pay in advance of service delivery. All contracts and amendments must be in writing and executed by both parties prior to any services being provided.

~~(8)(7)~~ Participate in annual peer review by individuals with expertise in the field of mental health treatment when requested by HCA (42 U.S.C. 300x-53 (a) and 45 C.R.R. 96.136, MHBG Service Provisions).

~~(9)(8)~~ Send a representative to the regional Behavioral Health Advisory Board (BHAB) meetings to report on program data and results.

VII. Substance Abuse Block Grant (SABG): If SABG funds are received the Vendor shall:

(1) Follow all rules and regulations of CFDA 93.959 for provision of services for the Substance Abuse Prevention and Treatment Block Grant (SABG) program when funding is used.

~~(2) Vendor shall provide alcohol and drug treatment services per RCW 70.96A as described in the Services below.~~

~~(3) Vendor may use block grant funds to help Individuals satisfy cost sharing requirements for SABG authorized SUD services. The Vendor must ensure that:~~

~~a.— The Vendor is a recipient of block grant funds;~~

~~b.— Cost sharing is for a block grant authorized service;~~

~~c.— Payments are in accordance with SABG laws and regulations;~~

~~d.— Cost sharing payments are made directly to the Vendor of the service; and~~

~~e.— A report is provided to Beacon upon request that identifies:~~

~~i.— The number of Individuals provided cost sharing assistance;~~

~~ii.— The total dollars paid out for cost sharing; and~~

~~iii.— Vendors who received cost sharing funds.~~

~~(4)(2)~~ Meet the needs of priority populations, in priority order below, as identified in the SABG or by HCA, including but not limited to:

- a. Pregnant individuals injecting drugs.
- b. Pregnant individuals with SUD.
- c. Women with dependent children.
- d. Individuals who are injecting drugs or substances.
- e. The following additional priority populations, in no particular order:
  - i. Postpartum women (up to one year, regardless of pregnancy outcome).
  - ii. Patients transitioning from residential care to outpatient care.
  - iii. Youth.
  - iv. Offenders as defined in RCW 70.96.350.

~~(5)~~(3) The Vendor shall ensure that all services and activities provided under this Contract shall be designed and delivered in a manner sensitive to the needs of a diverse population;

~~(6)~~(4) The Vendor shall initiate actions to ensure or improve access, retention, and cultural relevance of treatment, prevention or other appropriate services, for ethnic minorities and other diverse populations in need of services under this Contract as identified in their needs assessment.

~~(7)~~(5) For SABG funded services, the Vendor shall ensure the following:

- a. Within available resources, ensure that SABG services are not denied to any Eligible Individual regardless of:
  - i. The individual's drug(s) of choice.
  - ii. The fact that the individual is taking FDA approved medically-prescribed medications.
  - iii. The fact that the individual is using over the counter nicotine cessation medications or actively participating in a nicotine replacement therapy regimen
- b. Deliver SABG services as described in the regional SABG Project Plan for the current fiscal year approved by Beacon and the Health Care Authority.
- c. Ensure that SABG funds are used only for services to individuals who are not enrolled in Medicaid or for services that are not covered by Medicaid as described in the following table:

Benefits	Services	Use SABG Funds	Use Medicaid
Individual is not a Medicaid recipient	Any Allowable Type	Yes	No
Individual is a Medicaid recipient	Allowed under Medicaid	No	Yes
Individual is a Medicaid	Not Allowed under	Yes	No



recipient	Medicaid		
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~~(8)~~ SABG funds cannot be used for the following:

- ~~a.~~ Construction and/or renovation.
- ~~b.~~ Capital assets or the accumulation of operating reserve accounts.
- ~~c.~~ Equipment costs over \$5,000.
- ~~d.~~ Cash payments to Consumers
- ~~e.~~ Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended...in full accordance with U.S. statutory...requirements.”); 21 U.S.C. §§ 812(e) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under the FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned substance under federal law.

~~(9)~~(6) SABG funds may not be used to pay for services provided prior to the execution of this Exhibit, or to pay in advance of service delivery. All contracts and amendments must be in writing and executed by both parties prior to any services being provided

~~(10)~~(7) Participate in annual peer review by individuals with expertise in the field of drug abuse treatment when requested by HCA (42 U.S.C. 300x-53 (a) and 45 C.R.R. 96.136).

~~(11)~~(8) Send a representative to the regional Behavioral Health Advisory Board (BHAB) meetings to report on program data and results.

~~(12)~~(9) Vendor shall ensure compliance with tuberculosis screening, testing and referral, in accordance with (42 USC 300x-24(a) and 45 CFR 96.127), in the following manner:

- a. Coordinating with other public entities to make tuberculosis services available to each Eligible Individual receiving SABG-funded SUD treatment.
- b. The services will include tuberculosis counseling, testing, and providing for or referring infected with tuberculosis for appropriate medical evaluation and treatment.
- c. In the case of an Eligible Individual in need of treatment service who is denied admission to the tuberculosis program on the basis of lack of capacity, the Vendor will refer the Eligible Individual to another Vendor of tuberculosis services.
- d. Contract for case management activities to ensure the Eligible Individuals receive tuberculosis services.



## VIII. Reporting Requirements.

- (1) Provision of required reports is a condition for payment.
- (2) Failure to meet reporting requirements may result in a Corrective Action Plan (CAP)
- (3) Unless there is an established SFTP site with Beacon, reports should be submitted to the following email address, which is monitored multiple times each day: [BeaconWAASO@beaconhealthoptions.com](mailto:BeaconWAASO@beaconhealthoptions.com). The name of the report should be included in the email subject line.

(4) If applicable, a copy of the transportation log shall be included with the monthly invoice.

~~(4)~~(5) If MHBG funding is received Vendor shall:

a. Using the template provided by Beacon, the Vendor shall submit a MHBG Monthly Service Report by the ~~10th-20th~~ of each month:

~~b. Provide any additional reporting as detailed in the block grant plan.~~

~~e.b.~~ Using the template provided by Beacon, the Contractor shall submit an MHBG Annual Progress Report ~~2-weeks prior to the HCA due date of each contract yeaby July 1.r.~~

~~e.c.~~ Any other reports deemed necessary by Beacon to meet its reporting requirements pursuant to the terms of its agreement with the Washington State Health Care Authority and deemed necessary by Beacon to ~~meets its requirements to~~ ensure quality of care and services provided to Eligible Individuals.

~~(5)~~(6) If SABG funding is received the Vendor shall:

~~a. For all SABG block grant funded service, Vendor will provide all data required for state and federal reporting and as detailed in the block grant plan.~~

~~b.a.~~ Using the template provided by Beacon, the Vendor shall submit a SABG Monthly Progress Report by the ~~10th-20th~~ of each month

~~b. On a quarterly basis, on the last day of the month following the close of the quarter, Facility shall submit the DBHR-SABG Capacity Management Form.~~

c. Using the template provided by Beacon, the Vendor shall submit an SABG Annual Progress Report ~~by July 1.2-weeks prior to HCA due date of each contract year detailing:~~

~~i. All performance outcomes met or unmet, including applicable supporting data~~

~~ii. Barriers encountered and steps taken to remove barriers~~

~~iii. Lessons learned with recommendations to improve upon future service outcomes~~

d. Any other reports deemed necessary by Beacon to meet its reporting requirements pursuant to the terms of its agreement with the Washington State Health Care Authority and deemed necessary by Beacon ~~to meets its requirements~~ to ensure quality of care and services provided to Eligible

Individuals.

(6)(7) Vendor will submit a co-responder implementation quarterly report describing the aggregate number of Individuals served by the co-responder and a narrative describing successes and challenges. The first quarterly report is due ~~April 20, 2022, for the quarter ending March 31 and quarterly thereafter on~~ July 20 (April-June), October 20 (July-September), ~~and~~ January 20 (October 31-December 31), and April 20 (January-March).

(7)(8) Vendor will report monthly metrics using the Co-Responder Report template provided by Beacon. Report due by the 20<sup>th</sup> of the following month.