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**AGENDA**  
**OMAK CITY COUNCIL MEETING**  
**Monday, April 17, 2023 – 7:00 PM**

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**A. CALL TO ORDER**

**B. FLAG SALUTE**

**C. CITIZEN COMMENTS**

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

1. Proclamation – YWCA Stand Against Racism Weekend

**E. CONSENT AGENDA**

1. Approval of Minutes from April 3, 2023
2. Approval of 2023 Claims and March '23 Manual Checks

**F. NEW BUSINESS**

1. J-U-B Engineering – Omak Municipal Airport Master Plan Update
2. Res. 43-2023 – Approve Interlocal Agreement with the City of Okanogan
3. Res. 44-2023 – Approve Grant Agr. with WA State TIB-2023 Maintenance Project
4. Res. 45-2023 – Approve MOA - Omak Stampede & CCT for 2023-2024 Stampedes

**G. OTHER BUSINESS**

1. Council Committee Reports
2. Staff Reports

**Action by City Council**

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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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## A Proclamation by the City of Omak of Washington

**WHEREAS**, all residents regardless of race, creed, or ethnicity deserve to be treated with dignity, respect, compassion, and justice; and

**WHEREAS**, Omak, WA residents value initiatives that will end race-based disparities and make the world a more equitable, inclusive, and dignified place for all to live; and

**WHEREAS**, the elimination of racism can be achieved only with the participation of all residents in dialogue, reflection, and action; and

**WHEREAS**, the City of Omak of Washington supports YWCA NCW in its praiseworthy mission to eliminate racism, empower women, stand up for social justice, help families, and strengthen communities; and

**WHEREAS**, the City of Omak proudly supports the Wenatchee Valley College and YWCA NCW in celebration of Stand Against Racism, to build community among those who work for racial justice and to raise awareness about the negative impact of institutional and structural racism in our communities.

**BE IT RESOLVED**, that the City of Omak of Washington hereby declares April 28, 2023 as YWCA Stand Against Racism Day and encourages residents, local businesses, educators, and community and faith-based organizations to celebrate diversity and advocate for the elimination of racism.

**BE IT FURTHER RESOLVED**, that April 28 – April 30, 2023 is declared as YWCA Stand Against Racism Weekend.

Signed this 17th day of April, 2023.

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Cindy Gagné, Mayor of Omak, WA

# OMAK MUNICIPAL AIRPORT MASTER PLAN UPDATE

The Omak Municipal Airport (OMK) is developing an Airport Layout Plan Update to plan future facilities and identify improvement alternatives. The project is scheduled for completion in 2023. This planning effort will update the existing 2008 Airport Layout Plan (ALP). Since 2008, demand at the Airport has changed, and with it, the need for increased hangar and apron space.

## Timeline:



## PUBLIC OPEN HOUSE

OMAK CITY HALL  
2 N. Ash

**Monday, April 17<sup>th</sup>**  
**6:00-7:00 pm**

The Airport Layout Plan update process includes **analyzing existing airport uses and facilities, forecasting future demands, and considering available land use options.** The results of this analysis will produce short, intermediate, and long-term recommendations for the Airport and the Federal Aviation Authority (FAA).

The following components will guide this process to produce meaningful, relevant, and fundable solutions:

- A complete **inventory of the airport's current facilities**, including an **evaluation of potential futures uses** of the property.
- **Coordination with stakeholders** to ensure planned improvements are compatible with area needs.
- A focus on opportunities for **landside facilities development.**



J-U-B ENGINEERS, INC.



THE  
LANGDON  
GROUP



GATEWAY  
MAPPING  
INC.

J-U-B FAMILY OF COMPANIES

## Questions? Comments?

J-U-B ENGINEERS, Inc. is the engineer for the Omak Municipal Airport.

Airport Layout Plan Project Team:

**Alex DelRiccio - Project Manager**  
(509) 458-3727 | AAD@jub.com

**Neal Fraser - Planning Manager**  
(801) 226-0393 | Nfraser@jub.com

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: April 17, 2023

Subject: Resolution 43-2023 - Approving Interlocal Agreement with the City of Okanogan.

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The Attached Resolution 43-2023, **A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OMAK AND THE CITY OF OKANOGAN FOR TIB MAINTENANCE PROJECT.**

The Transportation Improvement Board recently approved money for a joint project with the City of Okanogan for pavement maintenance in both Cities. The project will include crack seal, patching and prelevel.

I support this resolution and recommend its approval.

**RESOLUTION No. 43-2023**

**A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING AN  
INTERLOCAL AGREEMENT BETWEEN THE CITY OF OMAK AND THE CITY  
OF OKANOGAN FOR TIB MAINTENANCE PROJECT**

**WHEREAS**, the Revised Code of Washington, RCW 39.34, authorizes units of government within the State to enter into cooperative agreements for the provision of goods and services to each other; and

**WHEREAS**, the Transportation Improvement Board has funding for a joint maintenance project, and

**WHEREAS**, the City of Okanogan has agreed to be the lead agency for this project; and

**WHEREAS**, an Interlocal Agreement has been prepared that adequately defines the scope and compensation for these services.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Omak that the Interlocal Agreement between the City of Omak and the City of Okanogan, a copy of which is attached hereto as "Exhibit A", for Transportation Improvement Board joint preservation project, is approved.

**INTRODUCED AND APPROVED** by the City Council of the City of Omak this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

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

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

### **WITNESSETH:**

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

APPROVED, CITY OF OKANOGAN,

APPROVED, CITY OF OMAK:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: April 17, 2023

Subject: Resolution 44-2023 TIB Maintenance Project

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The Attached Resolution 44-2023, **A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE GRANT AGREEMENT BETWEEN THE CITY OF OMAK AND THE WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD FOR 2023 MAINTENANCE PROJECT. TIB PROJECT NUMBER 2-E-987(008)-1**, is forwarded for your consideration.

The Transportation improvement board has awarded a grant for a Citywide Maintenance Project. This project will allow the city to perform street maintenance throughout the city. The work will be conducted using a joint contract with the City of Okanogan.

I support this resolution and recommend its approval.



**RESOLUTION NO. 44-2023**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE GRANT AGREEMENT BETWEEN THE CITY OF OMAK AND THE WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD FOR 2023 MAINTENANCE PROJECT, TIB PROJECT NUMBER 2-E-987(008)-1**

**WHEREAS**, the City of Omak has been awarded funding from the Washington State Transportation Improvement Board (TIB) for FY 2023 Maintenance Project; and

**WHEREAS**, the Transportation Improvement Board will pay 94.99% of the approved eligible project cost, a maximum grant of \$254,705, and the City will provide the required match of \$13,406.

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Omak, Washington accepts the grant agreement between the City of Omak and the Transportation Improvement Board, a copy of which is attached hereto as Exhibit "A". The Mayor is authorized to execute all necessary documents for the acceptance and administration of the grant.

**INTRODUCED** and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



City of Omak  
2-E-987(008)-1  
2023 Maintenance Project  
Citywide

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Omak  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 2023 Maintenance Project, Citywide (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Omak, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 94.9998 percent of approved eligible project costs up to the amount of \$254,705, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

## 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

## 6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

## 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

## 8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## 9.0 DEFAULT AND TERMINATION

### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

## 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

## 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form  
Attorney General

By:

Signature on file

\_\_\_\_\_  
Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

\_\_\_\_\_  
Chief Executive Officer                      Date

\_\_\_\_\_  
Executive Director                              Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



Transportation Improvement Board

# Project Funding Status Form

Agency Name: **OMAK**  
Project Name: **2023 Maintenance Project Citywide**

TIB Project Number: **2-E-987(008)-1**

Verify the information below and revise if necessary.

Return to: Transportation Improvement Board • PO Box 40901 • Olympia, WA 98504-0901

## PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

## PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
OMAK	13,406	
WSDOT	0	
<b>TOTAL LOCAL FUNDS</b>	<b>13,406</b>	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

### Mayor or Public Works Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

### Financial Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Wayne Beetchenow  
Public Works Director

Date: April 17, 2023

Subject: Resolution 45-2023 Approving Stampede Memorandum of Agreement

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The attached Resolution 45-2023, **A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF OMAK, THE OMAK STAMPEDE, INC., AND THE COLVILLE CONFEDERATED TRIBES FOR THE 2023 AND 2024 OMAK STAMPEDES**, is forwarded for your consideration.

This is a two-year MOA agreed upon by the parties the make up the Omak Stampede. The changes made were to clear up the language in the agreement, financial adjustment between the Stampede and the O&J as well as allowing tent camping on the high school soccer field.

I support this Resolution and recommend its approval.



**RESOLUTION NO. 45-2023**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A  
MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF OMAK, THE  
OMAK STAMPEDE, INC., AND THE COLVILLE CONFEDERATED TRIBES  
FOR THE 2023 AND 2024 OMAK STAMPEDES**

**WHEREAS**, the City of Omak, the Omak Stampede Inc, the Colville Confederated Tribes, the Horse Owners and Jockeys Association and the Tribal Encampment Committee have operated under a Memorandum of Agreement regarding the duties and responsibilities of each of the respective organizations for many years; and

**WHEREAS**, the Memorandum of Agreement has proven an effective way for all the parties to work together for the purpose of hosting a safe and entertaining event each year known as the Omak Stampede and Suicide Race; and

**WHEREAS**, the proposed 2023-2024 is slightly modified from previous versions; and

**WHEREAS**, these modifications have been discussed and agreed upon by the interested parties.

**NOW, THEREFORE BE IT RESOLVED** by the Omak City Council that the **2023 & 2024 Memorandum of Agreement Between the City of Omak, the Omak Stampede, Inc., the Colville Confederated Tribes, the Horse Owners and Jockeys Association and the Tribal Encampment Committee**, a copy of which is attached hereto and marked Exhibit "A", is hereby approved and the Mayor is authorized and directed to execute that document on behalf of the City.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

2023-2024

MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF OMAK

THE OMAK STAMPEDE, INC.

THE COLVILLE CONFEDERATED TRIBES

THE HORSE OWNERS AND JOCKEYS ASSOCIATION

THE OMAK STAMPEDE INDIAN ENCAMPMENT

**THIS AGREEMENT**, made and entered into by and between the City of Omak, Okanogan County, Washington, a Municipal Corporation of the State of Washington, hereinafter referred to as "The City" and the Confederated Tribes of the Colville Reservation, a federally recognized Indian Tribe, hereinafter referred to as "The Tribes", and Omak Stampede Inc, a nonprofit services corporation of the State of Washington, hereinafter referred to as "The Stampede", and the Horse Owners and Jockeys Association hereinafter referred to as "Owners and Jockeys Association", and the Omak Stampede Indian Encampment hereinafter referred to as "The Indian Encampment".

**WITNESSETH:**

**WHEREAS**, it is the desire of the parties to enter into this agreement,

**NOW THEREFORE**,

**IT IS HEREBY AGREED BY THE PARTIES** as follows:

**ARTICLE I**      **GENERAL CONSIDERATIONS**

1. The parties recognize that to produce the Omak Stampede, they must consider each party's needs when making or proposing any changes to the East Side Park or the events that make up the Omak Stampede.

To accomplish continuing communication between the parties, Tribal and Stampede representatives will be appointed to the City Park Board as openings occur. Also, three seats on the Omak Stampede Board of Directors will be available to consist of one Tribal member from the Owners and Jockey's Association (Jonathan Abrahamson), one Tribal Member from the Indian Encampment (Vince McDonald), and one Colville Business Council member from the Omak District (Norma Sanchez). On or before November 11th of each calendar year, the Owners and Jockeys Association, the Indian Encampment and the Omak District Colville Business Council members shall each select one of their members to serve a two-year term as an Omak

Stampede Board member. These representatives will have the same voting rights as Stampede Board members.

2. The Stampede President shall act as the liaison to the Colville Business Council. This person will attend Colville Business Council sessions when requested by the Colville Business Council to provide updated information and respond to questions from Colville Business Council Members.

3. This Agreement applies to the 2023-2024 Omak Stampede events. This Agreement shall be reviewed by all Parties within 60 days after each Stampede. Any changes to this Agreement will be negotiated during review sessions. If all parties agree, a new Agreement will be signed for the following year.

4. The parties agree that nothing in this Memorandum of Agreement may be construed as in any way limiting the jurisdiction of the Tribes, and that the Tribes, by its participation in this Memorandum of Agreement, in no way grants any of its jurisdictional authority to the City or to any other municipality or County or entity, or to the State of Washington.

5. Except as expressly provided in this agreement no party has the authority to bind any other party to its agreements, including but not limited to vendor agreements, sponsorship agreements, or any other agreement to which a party is not specifically a signatory.

6. No Party is a vendor of any other Party, unless there is a separate vendor agreement.

**ARTICLE II**            **PARK LAYOUT**

1. The parties agree and hereby adopt the “Park Utilization Plan for the Omak Stampede,” attached hereto and incorporated as Exhibit “A” to this agreement. The Utilization Plan represents the agreed utilization layout of the Eastside Park during the Omak Stampede. This utilization plan serves as an overlay layer to the overall Eastside Park Plan and only applies to the 6 days preceding and the 4 day Omak Stampede event.

2. The Owners and Jockeys Association may use the area immediately east of the Stampede arena to park, stage, prepare and treat their horses as shown on Exhibit “A”. Horseshoe Park shall be reserved for camping and parking by the Owners and Jockeys Association (See Exhibit “A”). One Director parking spot for a 40 foot semi & trailer, in the Northwest corner of the Horseshoe Park will be reserved for use by Omak Stampede, Inc. This camping and parking shall be restricted to the 6 days preceding and the 4 day Omak Stampede event. The area outside of the fence will be reserved for official parking (i.e. emergency vehicles, directors, elders and drummers).

3. The Eagle Staff carrier may use the Owners and Jockeys Association stock area for parking their truck and trailer. Any other party wishing to park in this area must get prior approval from the Owners and Jockeys Association. All Royalty will be located at the A-frame area at the Northeast corner of the East Side Park. (See Exhibit “A”).

4. Owners, Jockeys, Royalty, City Crews, and emergency vehicles will be allowed exclusive access to the A-frame area via a temporary access road running from South of the Veterans Memorial and parallel to Highway 97.
5. The Tribal Stick game area will occupy the left outfield area of the Ross McCormack baseball field as indicated on the attached utilization plan. The stick game area is temporary and shall only be used for this purpose 6 days preceding and the 4 day Omak Stampede event. Following the Stampede, the Indian Encampment shall return this area to its original condition.
6. Elders, all disabled persons, and stick game players will be allowed to park on the grass on the Ross McCormack baseball field with access to the dance area permitted through openings in the outfield fence. Additional parking areas will be provided to accommodate Tribal members and their guests The Jack Rowe baseball field and Encampment/Dance area up to, but not on, the new soccer fields.
7. Cars and pickups without campers will be allowed to park on the grassy areas of all baseball fields. Semi-trucks, RV's, and travel trailers will not be allowed to park on any portion of existing baseball fields.
8. The City will maintain water service and electrical service to the encampment area as provided. The City will make a good faith effort to provide water and electrical service which is reasonably adequate to meet the needs of Encampment vendors and visitors.
9. The City will reserve two (4) RV camping spaces (spaces 23 &24) within the Carl Precht Memorial RV Park for the Owners & Jockeys Association Veterinarian and Rescue Boat operators, spaces 52 & 53 for Tribal EMS and three (3) camping spaces(spaces 54,55 & 56) for the Indian Encampment. Two spaces, 23 & 24, reserved for the Owners and Jockey's Association will be available to them from the Sunday before the Stampede through the Sunday of the Stampede to allow the Suicide Race Vet and the Rescue Boat Crew to be onsite during the Practice and Elimination Races the weekend before the Stampede. The three spaces reserved for the Encampment will be available from Sunday night, prior to Stampede through Sunday night of the Stampede Weekend. The camping fees for these spaces will be waived as a matter of intergovernmental cooperation and in consideration of the benefits realized by the City in having these activities included in the community's signature event.
10. Any future changes to existing baseball fields by the City may include the use of stabilization material that will allow parking cars and light trucks on the grassy area of said fields. This will assure necessary parking for Stampede functions. (See Exhibit "B." proposed Eastside Park Site Plan).
11. The Indian Encampment will lay out parking spaces in advance of the Stampede access and compliance with the above policy.

12. The parties agree that any changes to the current park plan will not occur without written notification to the parties of this agreement. When a public hearing is to be held in reference to the East Side Park all parties to this agreement will be notified of said hearing.

13. Omak Stampede, Inc will provide adequate portapottys in the Encampment, and the Owners and Jockeys Association staging areas.

14. Concessions around the sides of the Encampment Dance area shall be open to Tribal member vendors and to other vendors if space is available. (See Exhibit "A").

15. During the operation of the Encampment, beginning on Wednesday morning, through Sunday evening, the Indian Encampment shall be responsible for cleaning and maintenance of the restrooms and showers in the restroom facility nearest to the Dance Arbor.

### **ARTICLE III**      **FINANCIAL AGREEMENT**

1. The Stampede, Indian Encampment and the Owners and Jockeys Association will work together to design, produce, & sell the Booster Buttons. The Stampede, Indian Encampment, and the Owners and Jockeys Association will work cooperatively on this enterprise. The Stampede, Indian Encampment, and the Owners and Jockeys Association will work together to provide additional sales outlets for the Booster Buttons and provide volunteers to sell buttons during The Stampede. Sale proceeds in excess of amounts already committed by this agreement will be divided among The Stampede, Indian Encampment, and the Owners & Jockeys Association at those parties' discretion but should reflect the effort expended by each group on button sales.

2. The Stampede will provide the Suicide Race participants with a total purse for all four races of \$6,500.00. Additionally, The Stampede will pay \$25.00 per horse per performance to the horse owner for the parade of horses in the arena before each race up to a total of \$2,000. Another \$8,500.00 will be added to the Suicide Race purse from Booster Button proceeds and will be guaranteed regardless of profits. In return for allowing ticket holders access to the dike, the Stampede will pay an additional \$1000.00 to the Owners & Jockeys Association. The sum of \$16,000.00 will be available by The Stampede to the Owners and Jockeys Association no later than 5:00 p.m. on Thursday of Stampede week. The Owners and Jockeys Association will be responsible for payment to all Owners and Jockeys of the Suicide Race. The Stampede will provide to the Owners and Jockeys Association the additional monies for the parade of horses upon notification by the Owners and Jockeys Association to The Stampede of the amount due. The Stampede will pay the Owners & Jockeys Association \$1,600.00 by no later than 5:00 p.m. on the Thursday following Stampede. This sum will be disbursed by the Owners & Jockeys Association to Colville Tribes, for services rendered during Stampede.

3. The Stampede will provide \$8000.00 to the Tribal Indian Encampment annually. The sum of \$8,000.00 from the Omak Stampede will be available to the Tribal Indian Encampment by no later than 5:00 p.m. on Thursday of Stampede week. Omak Stampede, Inc., agrees to provide the Indian Encampment, at no charge, four hundred booster buttons to be sold by the Tribal Indian Encampment. The proceeds from the sale of these booster buttons will be solely the property of the Indian Encampment.
4. The Owners and Jockeys Association will hire and pay for any veterinarian services required for the Suicide Race.
5. The Owners and Jockeys Association and The Stampede will pay for and/or provide any suicide race course maintenance or improvement.
6. The Colville Tribal Parks and Recreation Department will provide water rescue boats and rescue personnel during suicide race practice and during all four races.
7. All parties agree that a booster button or current day's rodeo ticket will allow customers on the dike area and/or top of the hill to view the Suicide Race for the 2023-2024 events only.

**ARTICLE IV      COPYRIGHT "SUICIDE RACE"**

1. The Stampede agrees that the Owners and Jockeys Association may use the term "World Famous Suicide Race" for fund raising, and public relations work.
2. No individual, concessionaire, group or entity that is not associated with The Tribe, The Stampede, The Indian Encampment, Owners and Jockeys Association may use the term "Suicide Race" without permission from The Stampede.
3. The Stampede program director will work with The Tribes' designee to assure that all images, pictures, symbols and articles referencing to The Tribe are used appropriately in all Stampede publications for the event and or rodeo, including but not limited to the annual rodeo program. The Tribes' designee will have reasonable time to review proposed images, pictures, symbols and articles prior to their submission for publication, and the designee shall have the authority to reject any such images, pictures, symbols, articles or portions thereof. Rejected material will not be submitted for publication.

**ARTICLE V   PLANNING AND IMPROVEMENTS**

1. It is recognized that The Omak Stampede event benefits all parties and their constituents. Because of the complex nature of dealing with these entities, and because all possible future issues cannot be addressed in this agreement, the parties agree to consider each other as “favored partners”. This term shall refer to the fact that The Omak Stampede event cannot function without cooperation between the parties. When future issues occur, each party shall make a good faith effort to negotiate equitable solutions.

**ARTICLE VI   SUICIDE RACE**

1. The Owners and Jockeys Association shall meet with the Stampede Rodeo Committee each year all qualified race horse owners and jockeys shall receive a pass to enter the Rodeo stands during the Rodeo and Suicide Race activities plus one companion pass for each rodeo performance. If a horse owner qualifies more than one horse, the same number of passes shall be given for each horse qualified.

2. The foregoing is limited to a total of 25 packets to be provided to the Owners and Jockeys for their distribution to the qualified horses.


3. After each race, horses and their jockeys and owners shall exit from the arena through the timed event box into the Owners and Jockeys staging area. Security personnel provided by The Stampede and the Owners and Jockeys Association will be positioned to keep spectators away from horses. The pass identified in #2 above will permit all horse owners and jockeys access to the dike area and the Owners and Jockeys staging area and arena if necessary.

4. The Owners and Jockeys Association will provide two horse ambulances/trailers. One ambulance/trailer will be in the designated area on the dike. The backup ambulance/trailer area will be determined prior to race time.

5. The Owners & Jockeys Association and The Indian Encampment will provide drummers and singers for an honor song for the riders during the Grand Entry portion of the Rodeo Event.

In witness whereof, the parties hereto have hereunto set their hands and seals the day and year above written,

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City of Omak \_\_\_\_\_ Date \_\_\_\_\_  
 LEON HOOPER \_\_\_\_\_ 3/22/23  
Omak Stampede, Inc \_\_\_\_\_ Date \_\_\_\_\_

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Colville Confederated Tribes \_\_\_\_\_ Date \_\_\_\_\_

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Horse Owners and Jockeys \_\_\_\_\_ Date \_\_\_\_\_

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Omak Stampede Indian Encampment \_\_\_\_\_ Date \_\_\_\_\_