
AGENDA
OMAK CITY COUNCIL MEETING
Monday, September 18, 2023 – 7:00 PM

A. CALL TO ORDER

B. FLAG SALUTE

C. CITIZEN COMMENTS

D. CORRESPONDENCE AND MAYOR'S REPORT

E. CONSENT AGENDA

1. Approval of Minutes from September 5, 2023
2. Approval of 2023 Claims and August '23 Manual Checks

F. NEW BUSINESS

1. Maurice Goodall, Director of Okanogan County Emergency Management
2. Leon Hoover, Omak Stampede President
3. Res. 76-2023 – Appr. Agreement - North Central Washington Narcotics Task Force
4. Res. 77-2023 – Approve Increase in Petty Cash for Omak Municipal Court

G. OTHER BUSINESS

1. Council Committee Reports
2. Staff Reports



Action by City Council

Our Council Meetings are conducted in person in addition to Zoom Meetings. Meeting information is located on our website at 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 for assistance.



WASHINGTON STATE

heart of the okanogan

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Daniel J. Christensen, Police Chief

Date: September 18, 2023

Subject: **Resolution 76-2023 – Authorizing Narcotic Task Force Agreement**

The attached **Resolution No. 76-2023, Authorizing the Operational Agreement Between North Central Washington Narcotics Task Force and the City of Omak for 2024**, is submitted for your review.

This Resolution authorizes the Mayor to execute the agreement for 2023. There are changes to the agreement and the membership dues for the inclusion is \$10,600 a year.

I support this Resolution and request Council approval.

RESOLUTION NO. 76-2023

**OPERATIONAL AGREEMENT BETWEEN
NORTH CENTRAL WASHINGTON NARCOTICS TASK FORCE
AND THE CITY OF OMAK FOR 2024**

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, 2024 through December 31, 2024, 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 _____ 2023.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney

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

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, 2024 through the end of December 31, 2024.

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 only cast a single vote. The chief law enforcement officer or agent is not entitled to cast a vote for each jurisdiction represented.

- 2.2 The Board or 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 an Operations Support Specialist 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 Operations Support Specialist 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 Operations Support Specialist, 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 Board of Directors. 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

Attachment B - Schedule of Cash Contributions

\$6,600.00

City of Okanogan

City of Brewster

Ferry County Sheriff's Office

\$5,000.00

City of Oroville

City of Pateros

City of Winthrop

City of Twisp

\$10,600.00

City of Omak

City of Tonasket

City of Coulee Dam

\$12,600.00

Okanogan County Sheriff's Department



INTEROFFICE MEMORANDUM

TO: MAYOR GAGNÉ
OMAK CITY COUNCIL

FROM: THE FINANCIAL DEPARTMENT

SUBJECT: RESOLUTION 77-2023 – INCREASE COURT PETTY CASH

DATE: SEPTEMBER 18, 2023

The attached **Resolution 77-2023 - A Resolution Increasing the Petty Cash for the Omak Municipal court and Repealing all Previous Resolutions Pertaining to Petty Cash Amounts**, is presented to you for your review and consideration.

The City of Omak was notified by our financial institution, Washington Federal (WaFed) that they have changed their business fees and service charges. As of October 1, 2023, Simple Business Checking accounts with a balance of less than \$1,000 will now be charged a monthly fee of \$5. The City of Omak has three Simple Business Accounts with only one having a balance less than \$1,000 that being the Omak Municipal Court. This Resolution will increase that checking account balance from \$500 to \$1,000.

I approve this Resolution and respectfully request your adoption.

RESOLUTION NO. 77-2023

A RESOLUTION INCREASING THE PETTY CASH FOR THE OMAK MUNICIPAL COURT AND REPEALING ALL PREVIOUS RESOLUTIONS PERTAINING TO PETTY CASH AMOUNTS

WHEREAS, the City of Omak has a need for petty cash in City departments for making of change, payment of miscellaneous small expenses and maintaining checking account balance; and

WHEREAS, these amounts have been set by previous Council action, through Resolution 11-2019, and it is the desire to compile the authorized amounts in one resolution for easier access; and

WHEREAS, on October 1, 2023, Washington Federal Bank has increased the minimum account balance to \$1,000 for Simple business Checking; and

WHEREAS, an additional \$500.00 of petty cash is needed for deposit into the Court checking account to be eligible for the non-fee services through Washington Federal Bank.

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1: The petty cash amount for the City of Omak departments shall be as follows, recognizing an additional \$500.00 to be deposited in the Courts Checking account.

Department	Amount
City Hall Cash Drawers	\$ 300.00
City Hall Petty Cash	\$ 150.00
Police Dept. Petty Cash	\$ 75.00
Municipal Court Cash Drawer	\$ 100.00
Municipal Court Checking	\$1,000.00
Police Department Cash Drawer	\$ 100.00
Drug Revolving Fund	\$2,000.00
Travel Fund	\$2,000.00
Total	\$5,725.00

Section 2: All other resolutions that set petty cash amounts are hereby repealed.

INTRODUCED AND PASSED BY THE OMAK CITY COUNCIL this _____ day of _____, 2023.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney



September 1, 2023

RECEIVED
SEP 05 2023
CITY OF OMAK

We're updating your
account terms

City of Omak
PO Box 72
Omak, WA 98841-0072



Dear City of Omak:

Thank you for being a valuable client of WaFd Bank.

Our records show you currently have the following accounts with us:

Simple Business Checking	[REDACTED]
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Effective on October 1, 2023, WaFd Bank terms will change:

<i>Simple Business Checking</i>	<i>Business Interest Checking</i>
<ul style="list-style-type: none"> ❖ We will no longer charge per deposit or per check fees ❖ The minimum balance to avoid a \$5 monthly fee will be \$1,000 	<ul style="list-style-type: none"> ❖ We will no longer charge per deposit or per check fees ❖ The minimum balance to avoid a \$15 monthly fee will be \$5,000

Please refer to the enclosed *Schedule of Business Fees and Service Charges* for highlighted changes. The *Business Account Agreement and Disclosures* and *Schedule of Business Fees and Service Charges* are available on our website, www.wafdbank.com.

If you have any questions about your account, please contact our Client Care Center at 800-324-9375 or visit your local branch.

As always, we consider it an honor to serve you and thank you for banking with us.

Sincerely,

Client Care Center
WaFd Bank
800-324-9375



Schedule of Business Fees & Service Charges

Effective 10/1/2023 and subject to change.

Checking		Treasury Express Services*	
Simple Business Account		Business Bill Pay	No Fee
Minimum Balance to Open	\$100	Stop Payment	\$30 Per Request
Minimum Balance to Waive Service Charge	\$1,000	Deposits	
Service Charge	\$5 Per Month	Mobile Photo Deposit	No Fee
Business Interest Account		Remote Deposit Capture (<i>deposit limits apply</i>)	\$35 Per Month
Minimum Balance to Open	\$100	ePayments Package	
Minimum Balance to Waive Service Charge	\$5,000	ACH Credit and Outgoing Domestic Wires only	
Service Charge	\$15 Per Month	Outgoing—Domestic	\$25 Per Wire
Minimum Balance to Earn Interest	\$1,000	ACH Return Fee	\$5 Per Return
Business IOLTA Account		eWires Only	
Minimum Balance to Open	\$0	Outgoing—Domestic	No Fee
<i>No Minimum Balance Service Charge</i>		Fraud Prevention & Security	
Business RETA (IRETA) Account		Check Validation	\$5 Per Month
Minimum Balance to Open	\$0	<i>Available only on Business Checking Accounts</i>	
<i>No Minimum Balance Service Charge</i>		Treasury Prime Services†	
Savings & Money Market		Business Bill Pay	No Fee
Business Savings		eACH Origination	<i>Analyzed Only</i>
Minimum Balance to Open	\$25	eWire (Domestic & Foreign)	<i>Analyzed Only</i>
Minimum Balance to Waive Service Charge	\$200	Mobile Photo Deposit	No Fee
Service Charge	\$5 Per Month	Positive Pay	<i>Analyzed Only</i>
Minimum Balance to Earn Interest	\$100	Remote Deposit Capture	<i>Analyzed Only</i>
Business Money Market		In Person Payments	
Minimum Balance to Open	\$100	Cashier's Checks	
Minimum Balance to Waive Service Charge	\$1,000	Cashier's Checks	\$8 Per Check
Service Charge	\$12 Per Month	Collections and Foreign Check Processing	
Minimum Balance to Earn Interest	\$1,000	All Check Collections	\$50 Per Collection
Business Premium Money Market		Canadian Check Processing	\$10 Per Presentment
Minimum Balance to Open	\$100	All Other Foreign Check Processing	\$30 Per Presentment
Minimum Balance to Waive Service Charge	\$1,000	Currency and Coin Processing	
Service Charge	\$12 Per Month	Exchanged/Purchased	\$0.10 Per Strap/Roll
Minimum Balance to Earn Interest	\$1,000	Deposited	\$0.03 Per \$100
Other Fees & Services		<i>Assessed on transactions that exceed \$1,000</i>	
Card Replacement - Standard Service	\$5 Per Card	Wire Transfers	
Card Replacement - Expedited Service	\$40 Per Card	Incoming	\$15 Per Wire
Check Images with Monthly Statement	\$5 Per Month	Outgoing—Domestic	\$25 Per Wire
Check Images on CD	\$25 Per CD	Outgoing—International	\$45 Per Wire
Inactive Account Fee - Checking only	\$5 Per Month	* Certain clients may select our Retail Bill Pay (Consumer) online banking alternative. Please refer to our Schedule of Consumer Fees & Service Charges for details.	
<i>Assessed after 180 days without activity</i>		** Safe Deposit Box Annual Rent Schedule available upon request.	
Legal Processing	\$75 Per Occurrence	† Assessed only if request will take at least one hour. Includes cost for statement, deposit ticket and check copies.	
Nonsufficient Funds Fee	\$30 Per Presentment	‡ Contact your Relationship Manager or ask your local branch for more information on Analyzed accounts and Treasury Management services. Not all clients qualify for all services.	
Research Fee†	\$30 Per Hour		
Safe Deposit Box Key Deposit**	\$20		
Safe Deposit Box Drilling**	Varies by Location		
Stop Payment	\$30 Per Request		
VISA International Transaction Fee	1% Per Transaction		
WAFD Local Deals (<i>must opt-in</i>)	No Fee		
<i>Requires at least one active Business Checking</i>			