
AGENDA
OMAK CITY COUNCIL MEETING
Monday, November 6, 2023 – 7:00 PM

A. CALL TO ORDER

B. FLAG SALUTE

C. CITIZEN COMMENTS

D. MAYOR'S REPORT

1. Team One Presentation
2. Award Presentation

E. CONSENT AGENDA

1. Approval of Minutes from October 16, 2023 and the October 30, 2023 Budget Workshop
2. Approval of 2023 Claims and October '23 Payroll

F. PUBLIC HEARING

2024 Budget Revenue Sources & 2024 Ad Valorem Revenue Tax

G. NEW BUSINESS

1. Res. 80-2023 - Designate Official Newspaper for 2024 ☒
2. Res. 81-2023 – Approve Interlocal Agreement with DOT for Salt & Brine ☒
3. Res. 82-2023 – Approve Community Engagement Grant w/ Commerce ☒
4. Res. 83-2023 – Approve User Agreement with CampLife LLC ☒
5. Ord. 1929 – Fixing the 2024 Ad-Valorem Taxes ☒

H. 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.



MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: City Administrator/City Clerk

Date: November 6, 2023

Subject: Resolution 80-2023 – Designate Official City Newspaper for 2024

The attached Resolution No. 80-2023, A Resolution of the Omak City Council of the City of Omak Designating an Official Newspaper for the City of Omak in 2024 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. I sent a request to the Wenatchee World and the Omak-Okanogan Chronicle for “per column inch” costs for 2024.

I received a single bid and that was from the Omak-Okanogan Chronicle who bid \$11.25 per column inch of legal advertising for 2024. This is an increase of \$1 per column inch from 2023.

I support this Resolution and urge its adoption.

RESOLUTION NO. 80-2023

**A RESOLUTION DESIGNATING AN OFFICIAL NEWSPAPER
FOR THE CITY OF OMAK IN 2024**

WHEREAS, RCW 35A.21.230 provides as follows:

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

WHEREAS, RCW 35.23.352 (8) 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 2024: **The Omak-Okanogan County Chronicle.**

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

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

From: [Teresa Myers](#)
To: [Connie Thomas](#)
Subject: RE: City of Omak - Official Newspaper of Record 2024
Date: Tuesday, October 10, 2023 12:44:15 PM
Attachments: [image001.jpg](#)

[External Email]

Connie, the Chronicle would like to offer a bid of \$11.25 per column inch of legal advertising if it is designated an official newspaper of record for the City of Omak in 2024. We had a rate increase in January of 2023, that rate is realized in this year's bid. 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: Tuesday, October 10, 2023 10:35 AM
To: Teresa Myers <tmyers@omakchronicle.com>
Subject: City of Omak - Official Newspaper of Record 2024

Morning Teresa,
The City of Omak is once again seeking bids for our Official Newspaper of Record for the 2024 calendar year. Please see the attached for details.

Connie Thomas, CMC
City Clerk
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*

MEMORANDUM

To: Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: November 6, 2023

Subject: **Resolution No. 81-2023** Approving Interlocal Agreement with the
Washington State Department of Transportation

The Attached Resolution No. 81-2023, a Resolution of the City Council of the City of Omak, Washington Approving and Interlocal Agreement Between the City of Omak and Wahington State Department of Transportation, is forwarded for your consideration.

This resolution is an Interlocal Agreement that will allow the City of Omak to purchase road salt and brine at the local WSDOT shop. This is updating a previous agreement for the same products.

Road salt and brine are used for winter maintenance on the streets and sidewalks.

We are requesting approval of this resolution.

RESOLUTION NO. 81-2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OMAK,
WASHINGTON, APPROVING AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF OMAK AND WASHINGTON STATE DEPARTMENT OF
TRANSPORTATION**

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 City of Omak has the need to purchase road salt and brine; and

WHEREAS, the Washington State Department of Transportation maintains inventory of road salt and brine; and

WHEREAS, the Washington State Department of Transportation will allow the City of Omak to purchase materials as long as inventory allows.

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 Washington State Department of Transportation, a copy of which is attached hereto as Exhibit "A", for the purchase of road salt and brine from the Washington State Department of Transportation. The Mayor is authorized to execute the same on behalf of the City, and the City Clerk is authorized to attest her signature.

INTRODUCED AND PASSED 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



Maintenance Agreement Work by WSDOT for Other State, Federal, and Local Governmental Agencies		Agency and Billing Address
Agreement Number	Agency Contact Name/Phone #/Email	
WSDOT Agreement Manager		
Statewide Vendor # or Federal Tax ID #	Estimated Costs	
Description of Work (herein after referenced as Work)		

This Agreement is between the Washington State Department of Transportation (WSDOT) and the above-named governmental agency (Agency), hereinafter referred to individually as the "Party" and collectively as the "Parties."

Recitals

1. The Agency has requested and WSDOT has agreed to perform certain maintenance work on Agency-owned facilities, hereinafter the "Work".
2. It is deemed to be in the public's best interest for WSDOT to complete the Work as requested.

Now Therefore, pursuant to chapter 39.34 RCW and in consideration of the terms, conditions, and performances contained herein, the recitals as stated above which are incorporated and made a part hereof, it is mutually agreed as follows:

1. Purpose

- 1.1 WSDOT agrees to perform the above-described Work, using state labor, equipment and materials, as requested by the Agency.
- 1.2 The Agency agrees to reimburse WSDOT for the actual direct and related indirect costs of the Work. Administrative charges at current rate are considered part of indirect costs.

2. Period of Performance

- 2.1 Subject to its other provisions, the period of performance of this Agreement shall commence on _____ and be completed on _____ unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment.

3. Payment

- 3.1 The estimated cost of the Work is stated above. The Agency, in consideration of the faithful performance of the Work performed by WSDOT agrees to reimburse WSDOT for the actual direct and related indirect costs of the Work. The agency represents and warrants that it has sufficient funds available to meet its financial obligations under this Agreement.
- 3.2 The Agency agrees to reimburse WSDOT within thirty (30) calendar days from receipt of an invoice (the Due Date). In the event the Agency fails to make payment by the Due Date, the Agency will pay WSDOT interest on outstanding balances at the rate of _____

twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is greater. Interest shall be calculated from the Due Date to the date of payment.

3.3 The Agency shall remit all payments to the following address:

3.4 If the Agency objects to all or any portion of an invoice, it shall notify WSDOT within twenty (20) calendar days from the date of receipt and shall pay only that portion of the invoice not in dispute. WSDOT and the Agency shall make every effort to settle the disputed portion, and if necessary utilize dispute resolution provided for herein. No interest shall be due on any portion of an invoice the Agency is determined not to owe following settlement between the Parties or completion of dispute resolution process.

4. Increase in Cost

4.1 In the event of unforeseen increased costs, the Parties agree that the estimated cost of the Work may be exceeded by a contingency of up to ____%. In the event such increased costs exceed the contingency, the Parties may modify the estimated cost of Work by written amendment signed by both Parties. WSDOT shall notify the Agency of increased costs as they become known.

5. Right of Entry

5.1 The Agency grants to WSDOT a right of entry upon all land in which the Agency has interest for the purpose of accomplishing the Work described above.

6. Claims For Damages

6.1 After completion of Work by WSDOT, in the event of claims for damages or loss attributable to bodily injury, sickness, death, or injury to or destruction of property that occurs within the limits of the Work performed by WSDOT for the Agency, the Agency shall defend such claims and hold harmless the WSDOT therefrom, and WSDOT shall not be obligated to pay any claim, judgement or cost of defense. Nothing in this Section, however, shall remove from WSDOT any responsibility defined by the current laws of the state of Washington or from any liability for damages caused by WSDOT's own negligent acts or omissions independent of the Work performed pursuant to this Agreement.

7. General Provisions

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

7.2 Assurances: The Parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

7.3 Interpretation: This Agreement shall be interpreted in accordance with the laws of the state of Washington. The titles to paragraphs and sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

7.5 Termination:

This Agreement may be terminated, without penalty or further liability in the event of the following:

7.5.1 Termination for Convenience

This Agreement may be terminated for convenience at any time. In such event, the terminating Party: (i) shall provide the other Party as much advance notice as reasonably possible, with no less than 30 days prior written notification; and (ii) shall not be liable to the other Party for any direct, indirect or consequential damages arising solely from the decision to terminate the Agreement.

7.5.2 Termination for Default

Upon prior written notice, the Agreement may be terminated for failure to perform or abide by any provision of this Agreement.

7.5.3 Termination for Cause

If for any cause either Party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either Party violates any of these terms and conditions, the aggrieved Party will give the other Party written notice of such failure or violation.

The responsible Party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved Party to the other.

7.5.4 Termination for Withdrawal of Authority

In the event that WSDOT's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement, WSDOT may terminate this Agreement by [seven (7) calendar days or other appropriate time period] written notice. No penalty shall accrue to WSDOT in the event this section shall be exercised. This section shall not be construed to permit WSDOT to terminate this Agreement in order to acquire similar Services from a third-party.

7.5.5 Termination for Non-Allocation of Funds

If funds are not allocated to continue this Agreement in any future period, this Agreement may be terminated by [seven (7) calendar days or other appropriate time period] written notice.

7.5.6 If this Agreement is terminated prior to the fulfillment of the terms stated herein, the Agency agrees to reimburse WSDOT for the actual direct and related indirect expenses and costs it has incurred for the Work up to the date of termination, as well as the costs of non-cancelable obligations.

7.5.7 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7.6 Waiver: A failure by a Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the waiving party and attached to the original Agreement.

7.7 Independent capacity: The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

7.8 Indemnification: To the extent allowable in law, each Party to this Agreement will 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, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials or employees, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials or employees.

The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees or agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

This indemnification and waiver will survive the termination of this Agreement.

7.9 Severability: If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

7.10 Disputes: In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT and the Agency shall each appoint a member to a Dispute Board, these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. The Parties shall equally share in the cost of the third Dispute Board member; however, each Party shall be responsible for its own costs and fees.

An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute.

7.11 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in the superior court situated in _____, Washington unless filing in another county is required under any provision of the Revised Code of Washington. Further, the Parties agree that each shall be responsible for its own attorneys' fees and costs.

7.12 Audits/Records: All Project records for the Work in support of all costs incurred shall be maintained for a period of six (6) years. Each Party shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. The Parties agree that the Work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or state of Washington and/or the federal government. In the event of litigation or claim arising from the performance of this Agreement, the Parties agree to maintain the records and accounts until such litigation, appeal or claims are finally resolved. This section shall survive the termination of this Agreement.

7.13 Working Days: Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

7.14 All Writings Contained Herein: This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties.

8. Counterparts And Electronic Signature

8.1 This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each Party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each Party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other Party is relying on its electronic or "PDF" signature..

In Witness Whereof, the Parties hereto have executed this Agreement as of the date signed last below.

Agency	Washington State Department of Transportation
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: _____
Date: _____	Date: _____



INTEROFFICE MEMORANDUM

TO: MAYOR GAGNÉ
OMAK CITY COUNCIL

FROM: DANIEL J. CHRISTENSE, POLICE CHIEF
ROCHELLE DANIELSON, CORE MANAGER

SUBJECT: RES. 82-2023 – DEPARTMENT OF COMMERCE ENGAGEMENT
FUNDS (TEAM ONE)

DATE: NOVEMBER 6, 2023

The attached **Resolution 82-2023, Authorizing grant funding agreement with the Washington State Department of Commerce community engagement funds, Team ONE for two years of funding,** is submitted for your review.

This Resolution authorizes the Mayor to execute the agreement. The amount of funding is \$250,000 for a position, 3 FLOCK cameras, safety items for volunteers, and equipment.

I support this Resolution and request Council approval.

RESOLUTION NO. 82-2023

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING ACCEPTANCE OF
DEPARTMENT OF COMMERCE COMMUNITY ENGAGEMENT GRANT**

WHEREAS, the Police Chief and the CORE Program has determined the need to improve community outreach and services; and

WHEREAS, a grant through the Washington State Department of Commerce has been awarded to the City of Omak; and

WHEREAS, the city, through our Community Outreach Response Engagement (CORE), will manage the grant funding for one paid position, that position will manage volunteers and participate in public and business outreach; and

WHEREAS, the grant will cover \$250,000 to be spread over two years of funding; and

NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL, that, the grant acceptance, authorizes the Mayor to accept the grant award.

DATED this ____ day of _____, 2023.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney



DocuSign Contract Review and Routing Form

Office of Firearm Safety and Violence Prevention – Community Safety Unit

Type of Action: New Contract/Grant ☐ Amendment ☐ IAG ☒
 Federal ☐ State ☒

Contractor/Grantee Name: City of Omak

Contract/Grant Number: S24-34447-015

Term: 8/1/2023 to 6/30/2025

Review by:	Name:	Initial/Date:
Contract Manager	Kaitlin Jones	 10/26/2023 1:23 PM PDT
Portfolio Manager	Abigail Snyder	 10/26/2023 1:24 PM PDT
Assistant Managing Director	Kathleen Harvey	 10/26/2023 1:28 PM PDT



Interagency Agreement with

City of Omak

through

Community Law Enforcement Partnership Program

**Contract Number:
S24-34447-015**

For

Enhancing public safety, preventing crime, and fostering positive relationships between law enforcement and community members.

Dated: Tuesday, August 1, 2023



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Face Sheet

Contract Number: S24-34447-015

**Washington State Department of Commerce
Community Services Division
Community Safety Unit
Community Law Enforcement Partnership Program**

1. Contractor City of Omak 2 Ash St N Omak, WA 98841		2. Contractor Doing Business As (as applicable)	
3. Contractor Representative Rochelle Danielson Program Manager 509-429-8339 rochelled@omakcity.com		4. COMMERCE Representative <div style="display: flex; justify-content: space-between;"> <div> Kaitlin Jones Program Manager 509-638-6454 Kaitlin.jones@commerce.wa.gov </div> <div> 1011 Plum Street SE P.O. Box 42525 Olympia, WA 98504-2525 </div> </div>	
5. Contract Amount \$250,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date August 1, 2023
8. End Date June 30, 2025			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # 91-6001262		11. SWV # SWV0007412-00	12. UBI # 243000002
13. UEI # PS27STNQXEM9			
14. Contract Purpose Enhancing public safety, preventing crime, and fostering positive relationships between law enforcement and community members.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Reporting.			
FOR CONTRACTOR Cindy Gagne _____ Cindy Gagne, Mayor of Omak _____ Signature _____ Date		FOR COMMERCE _____ Cindy Guertin-Anderson, Assistant Director _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	



Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

The contractor will be available to Commerce for a scheduled monitoring site visit or virtual desk audit at least once in the contracting period, for verifying the funding has been used for its intended purposes and the contractor has followed all state requirements.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$250,000, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

EXPENSES

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$250,000, which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number S24-34447-015.

A copy of the General Ledger (G/L) report detailing all expenses for the invoicing period must accompany each invoice in order to receive reimbursement.

A receipt must be retained by the Grantee to document any single expenses in the amount of \$50.00 or more; COMMERCE may request this documentation during contract monitoring activities.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or



condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting



General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

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

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and



iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. **COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority



prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor 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 contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, 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.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.



15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.



COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management



practices.

- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



Attachment A: Scope of Work

Project Statement

The Team ONE (Omak Neighborhood Engagement) program seeks to empower the community to actively collaborate with the Omak Police Department in enhancing public safety, preventing crime, and fostering positive relationships between law enforcement and community members.

The following narrative outlines the various tasks and responsibilities that will be undertaken by the contractor, with projected dates for key achievements.

Project Goal(s) and Actions

Project Goals:

1. Enhance community safety through proactive crime prevention efforts.
2. Strengthen community-law enforcement partnerships and positive interactions.
3. Increase awareness of safety measures and crime prevention among residents and students.
4. Improve security and crime prevention strategies for local businesses.

Actions to achieve project goals:

1. Neighborhood Organizing:
 - a. Recruit and train a diverse group of community volunteers to serve as Team ONE members.
 - b. Establish regular neighborhood patrol schedules to monitor and report suspicious activities or signs of crime.
 - c. Collaborate with local law enforcement to understand and implement effective patrolling procedures.
2. Law Enforcement Collaboration
 - a. Maintain an ongoing partnership with the Omak Police Department leadership through weekly meetings and information sharing.
 - b. Attend weekly department head meetings to ensure open communication and feedback exchange.
 - c. Develop protocols for reporting suspicious activities and communicating with law enforcement.
3. Youth Engagement:
 - a. Collaborate with local schools to offer age-appropriate presentations on safety, crime prevention, and positive community interactions.



- b. Develop engaging and interactive materials to educate students on safety measures and the importance of community involvement.
4. Business Engagement:
 - a. Identify local businesses interested in participating in crime prevention efforts.
 - b. Offer voluntary security assessments to businesses to identify vulnerabilities and areas for improvement.
 - c. Collaborate with businesses to develop individualized crime prevention plans, including physical and operational security measures.
5. Event Support and Traffic Control:
 - a. Assist law enforcement in managing traffic and maintaining order during events, parades, and gatherings.
 - b. Develop traffic control plans, assign roles to volunteers, and engage with the community to promote safety and crime prevention.
6. Evaluation and Reporting:
 - a. Develop mechanisms for volunteers to report observed incidents and activities during patrols.
 - b. Collect feedback from community members, program participants, and law enforcement to assess program effectiveness.
 - c. Continuously refine and adapt program strategies based on feedback and outcomes.

Project Implementation/Schedule

The project schedule will be regularly reviewed and adjusted as needed to ensure the successful implementation and completion while reprioritizing tasks based on community needs.

Year 1:

Month 1-2:

Program Launch:

Hire the Team ONE Lead and finalize the program structure.

- Conduct initial meetings with the Omak Police Department and CORE Program Manager to establish collaboration and partnerships.
- Register Team ONE Lead for relevant courses such as Crime Prevention Courses.

Month 3-4:

Business Engagement:



- Reach out to local businesses to introduce Team ONE and propose collaboration on enhancing safety and security.
- Offer voluntary security assessments to interested businesses to identify vulnerabilities and areas for improvement.
- Flock LPR Cameras: Survey local businesses for consent and install Flock License Plate Reader cameras in areas deemed most impactful.

Month 5-6:

Tailored Crime Prevention Plan:

- Work closely with participating businesses to create customized crime prevention plans based on their specific needs.
- Implement recommended security measures such as improved access control, employee training, inventory checks, or cybersecurity enhancements.

Month 7-8:

Community Workshops:

- Plan and conduct community workshops to gather input and identify concerns from residents.
- Continue recruiting and training volunteers for the Team ONE program.

Month 9-10:

Neighborhood Patrols:

- Initiate regular neighborhood patrols by trained Team ONE volunteers.
- Collaborate with law enforcement to establish protocols for reporting suspicious activities and communication.

Month 11-12:

Traffic Control Assistance:

- Provide training to Team ONE volunteers on traffic management and crowd control techniques.
- Coordinate with event organizers and law enforcement to implement traffic control plans for events.

Year 2:

Month 13-14:

Prevention Presentations in Schools:

- Collaborate with the local school district to provide tailored prevention presentations to students.



- Enhance the content and interactive elements of the presentations through collaboration with local law enforcement.

Month 15-16:

Ongoing Neighborhood Patrols and Activities:

- Continue regular neighborhood patrols, engagement with businesses, and participation in community events.
- Monitor and evaluate the effectiveness of the program through surveys, interviews, and feedback collection.
- Seek funding opportunities to continue operating the Team ONE program.

Month 17-18:

- Continue supporting businesses with security measures and adjustments based on their evolving needs.

Month 19-20:

Educational Programs and Workshops:

- Plan and deliver crime prevention, personal safety, and emergency preparedness workshops for residents.
- Establish feedback mechanisms to evaluate the effectiveness of the program.

Month 21-22:

Program Evaluation and Adjustments:

- Analyze collected data and feedback to make necessary adjustments and improvements to program activities.
- Finalize the program reports and documentation for the grant.

Month 23-24:

Grant Reporting and Wrap-Up:

- Complete final grant reporting requirements.



Attachment B: Budget

The Budget for the award period of August 1, 2023 through June 30, 2025 is \$250,000.

The contractor may shift up to 10% of the total award between budget categories or functions without further approval provided that the shift will not cause a major change to the Scope of Work or shift costs between fiscal years.

The budget is allocated between fiscal years as follows: \$134,000 to be spent in SFY'24 (August '23 – June '24) and \$116,000 to be spent in SFY'25 (July '24 – June '25). Please see table below.

Program Budget					
Funding period August 1, 2023 - June 30, 2025					
Agency Name:	City of Omak				
Program Name:	Team ONE (Omak Neighborhood Engagement)				
Contract Number:	S24-34447-015				
	Amount by Fund Source				
Item	COMMERCE Funding	Other Fund Source	Other Fund Source	FY 24 Total	FY 25 Total
PERSONNEL SERVICES	\$ 196,000.00	\$ -	\$ -	\$ 98,000.00	\$ 98,000.00
Salaries (Full- & Part-Time)	\$ 120,000	\$ -	\$ -	\$ 60,000	\$ 60,000
Personnel Benefits	\$ 76,000	\$ -	\$ -	\$ 38,000	\$ 38,000
SUBTOTAL - PERSONNEL SERVICES	\$ 196,000	\$ -	\$ -	\$ 98,000	\$ 98,000
GOODS & SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 5,000	\$ -	\$ -	\$ 2,500.00	\$ 2,500
Operating Supplies ²	\$ 10,000	\$ -	\$ -	\$ 5,000.00	\$ 5,000
Equipment ³	\$ 18,000	\$ -	\$ -	\$ 18,000.00	\$ -
Consultant and Subcontracted services ⁴	\$ -	\$ -	\$ -	\$ -	\$ -
Automobile Expense	\$ -	\$ -	\$ -	\$ -	\$ -
Printing & Duplicating	\$ 2,000	\$ -	\$ -	\$ 1,000	\$ 1,000
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Rentals - Buildings	\$ -	\$ -	\$ -	\$ -	\$ -
Rentals - Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL - GOODS & SERVICES	\$ 35,000	\$ -	\$ -	\$ 26,500	\$ 8,500
Travel (Conference)	\$ -	\$ -	\$ -	\$ -	\$ -
Training	\$ 5,000	\$ -	\$ -	\$ 2,500	\$ 2,500
Other Misc. Expenses ⁵	\$ 14,000	\$ -	\$ -	\$ 7,000	\$ 7,000
SUBTOTAL - TRAVEL, TRAINING, OTHER	\$ 19,000	\$ -	\$ -	\$ 9,500	\$ 9,500
Indirect & Administration Costs ⁶		\$ -	\$ -		
TOTAL EXPENDITURES	\$ 250,000	\$ -	\$ -	\$ 134,000	\$ 116,000
¹ Identify specific funding sources included under the "Other" column(s) above:		² Operating Supplies - Itemize below:			
		Volunteer uniform attire		\$ 5,000.00	
		Car decals, traffic vests, etc.		\$ 5,000.00	
Total	\$ -	Total		\$ 10,000.00	
³ Equipment - Itemize below:		⁴ Consultant and Subcontracted Services - Itemize below:			
Portable radios for volunteers	\$ 8,000			\$ -	
Flock cameras and installation	\$ 10,000.00			\$ -	
	\$ -			\$ -	
Total	\$ 18,000	Total		\$ -	
⁵ Other Miscellaneous Expenses - Itemize below:		⁶ Indirect Administration Costs - Itemize below:			
Event/community engagement supplies, s	\$14,000	10% de minimis rate		\$ -	
Total	\$14,000	Total		\$ -	



Attachment C: Reporting

To ensure the Contractor and Commerce are able to collect and report data and other information to meet the intent of this grant program, in addition to other activities, deliverables, outcomes and measures identified above and reported under this contract, within the geographic area serviced by work conducted under this contract, on at least a quarterly* basis, the Contractor will report on:

1. The number of community members directly engaged through activities conducted under this contract, including as available an aggregated description of the race, ethnicity, gender, and other characteristics of those individuals;
2. Trends in perceptions of law enforcement based on surveys, evaluations, anecdotal information or other measures.
3. Hours worked by project staff, and hours billed by contractors including invoices to be reimbursed.
4. Numbers of sessions in community held, location of sessions and attendance at those sessions.
5. Feedback on quality of sessions within the community through surveys, evaluations, anecdotal information and other measures.

* Commerce quarterly reporting is based upon the calendar year

The following will be provided annually:

The number of crimes reported to law enforcement and the number of persons arrested (defined as a physical arrest, citation, or served summons) within the City of Omak. To the extent available this data should be reported in subcategories broken down by types of offense (for example, property crimes or violent crimes) and demographically (for example, by race or ethnicity).

Certificate Of Completion

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Community Services and Housing

Program: CSU

ContractNumber: S24-34447-015

DocumentType:

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Kaitlin Jones

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Kaitlin.jones@commerce.wa.gov

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Abigail Snyder

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abigail.snyder@commerce.wa.gov

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Security Level: Email, Account Authentication
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Signature Adoption: Pre-selected Style

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Kathleen Harvey

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kathleen.harvey@commerce.wa.gov

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Security Level: Email, Account Authentication
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Signed: 10/26/2023 1:28:06 PM

Signature Adoption: Pre-selected Style

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Signer Events	Signature	Timestamp
Cindy Gagne rochelled@omakcity.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/27/2023 10:24:42 AM ID: e35cf823-deec-4b76-9c62-71f2ee6d8e80		Sent: 10/26/2023 1:28:55 PM Viewed: 10/27/2023 10:24:42 AM
Cindy Guertin-Anderson cindy.guertin-anderson@commerce.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Rochelle Danielson rochelled@omakcity.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/26/2023 1:28:54 PM ID: 94c43f1e-26b6-499c-8d50-dde322297165	<div>VIEWED</div> Using IP Address: 64.139.97.29	Sent: 10/26/2023 1:28:08 PM Viewed: 10/26/2023 1:28:54 PM
Carbon Copy Events	Status	Timestamp
Rochelle Danielson rochelled@omakcity.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/26/2023 1:21:05 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Public Works Director

Date: November 6, 2023

Subject: **Resolution No. 83-2023** Approving an Agreement for Park Reservation System.

The attached Resolution No. 83-2023, A Resolution of the City of Omak Approving an Event+Activities User Agreement with CampLife, is forwarded for your consideration.

This agreement with CampLife includes a setup fee of \$100.00 to make hourly online reservations for the park areas we designate. When the City charges for any of items such picnic tables there will be a 3% sales fee.

Initially we are not charging a fee for park reservations so there will be no cost to the city or customer per reservation.

I support this Resolution and recommend its approval.

RESOLUTION NO. 83-2023

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AN
EVENT+ACTIVITIES USER AGREEMENT**

WHEREAS, the City of Omak has an agreement with CampLife, LLC for reservations at the Carl Precht Memorial RV park; and

WHEREAS, the City is adding park reservations to the CampLife, LLC system; and

WHEAREAS, specific terms and rates are within the Events + Activities Agreement.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Omak does hereby approve the Events + Activities Agreement, attached hereto as Exhibit "A", between the City of Omak and CampLife, LLC, The Mayor is hereby authorized to execute the Agreement on behalf of the City.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2023.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney



Events + Activities User Agreement

This Events + Activities User Agreement ("Agreement") allows the undersigned CampLife account holder ("User" or "you") access to the Events + Activities feature of CampLife ("Events + Activities" or the "Service"). Events + Activities is a reservation tool for facility events and activities organized by you and is accessed via your existing CampLife account. By signing up with the Service, you are agreeing to the terms and conditions of this Agreement. This Agreement supplements that certain License Agreement ("License Agreement") by and between you and CampLife, LLC ("CampLife"), the terms of which are hereby incorporated by reference. Capitalized terms used herein but not defined shall have their meaning set forth in the License Agreement. In the event of a conflict between the terms of this Agreement and the License Agreement, the terms of this Agreement shall control.

Pricing:

You hereby agree to pay CampLife the following fees for access to and use of Events + Activities:

Additional Terms:

- The setup fee does not apply.
- This agreement applies to Eastside Park 4 shelters, Civic Park Bandshell, Dalton Klessig Park Gazebo, and Omak City RV Park.

One-Time Setup Fee: \$100

Sales Percentage Fee: 3%

The One-Time Setup Fee will be due at the time of set up and is nonrefundable. Sales percentage fees will accrue at the time item(s) are sold for any events or activities organized by you through the Service. All percentage fees that accrue over the previous month will be added to your next monthly invoice and billed in accordance with CampLife's standard billing procedures. CampLife is not responsible for any/all cancellations that may or may not result after the initial sale. Any cancellations, voided items, refunds, or reimbursements to the purchaser/end user will be your responsibility.

Terms and Conditions:

1. SOFTWARE LICENSE; RESERVATION OF RIGHTS – The Service is made available to use pursuant to the license granted under the License Agreement. You acknowledge and agree that the Service is provided under license and not sold to you. CampLife and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Service, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto.
2. TERM – Events + Activities is provided on a month-to-month basis. The term of this Agreement shall continue for so long as User subscribes to the Service and pays the applicable pricing above. You may terminate this Agreement at any time by cancelling Events + Activities through your CampLife account or by contacting support@camplife.com. Termination will be effective as of the end of your current monthly billing cycle. CampLife may terminate the Service at any time upon thirty (30) days' notice or immediately upon User's breach of the License Agreement or this Agreement, including failure to timely pay any fees due to CampLife. Upon termination of this Agreement, all outstanding Setup and Reservation Fees shall immediately become due and payable.
3. DISCLAIMER OF WARRANTIES – THE SERVICE IS PROVIDED TO USER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CAMPLIFE, ON ITS OWN BEHALF AND ON BEHALF OF ITS LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WITHOUT LIMITATION TO THE FOREGOING, CAMPLIFE PROVIDES NO WARRANTY AND MAKES NO REPRESENTATION THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.
4. LIMITATION OF LIABILITY – IN NO EVENT WILL CAMPLIFE OR ANY OF ITS LICENSORS OR SERVICE PROVIDERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICE; (c) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT SERVICES; (e) LOSS OF GOODWILL OR REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
5. INDEMNIFICATION – You agree to indemnify, defend, and hold harmless CampLife and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Service, your breach of this Agreement, and any claims arising from any events and activities you organize and offer reservations to via the Service.
6. GOVERNING LAW – This Agreement is governed by and construed in accordance with the internal laws of the State of Tennessee, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement of the Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of Tennessee in each case located in Hamilton County, Tennessee.

7. MISCELLANEOUS – This Agreement together with the License Agreement and our Terms of Service and Privacy Policy constitute the entire agreement between User and CampLife with respect to the Service. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof. In the event of a conflict between this Agreement and any applicable terms, the terms of this Agreement shall govern the Service.

Agreement:

By signing below, you hereby register for use and access to Events + Activities via your CampLife account and agree to the terms and conditions set forth herein.

Signed:

Date Signed:

Organization: Carl Precht Memorial RV Park

Title:

CampLife LLC,

Signed:  Nov 1, 2023 13:56 EDT

MEMORANDUM

To: Omak City Council
Cindy Gagnè, Mayor

From: Todd McDaniel

Date: November 6, 2023

Subject: Ordinance 1929 fixing 2024 Ad Valorem Taxes

The Attached Ordinance 1929- 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 2024, is forwarded for your consideration.

Ordinance 1929 establishes the amount of property taxes to be collected for the fiscal year 2024. This Ordinance increases the levied amount, by the max allowable increase of 1%.

Actual levy rate for 2023 was \$897,929.26. The 2024 levy amount of \$906,908.55 includes the 1% allowable annual increase of \$8,979.29.

The 2024 Levy Certification will be \$921,645 and includes estimates for new construction and State Utility contributions. This amount is included in the proposed 2024 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. 1929

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 2024

WHEREAS, the City Council of the CITY OF OMAK, has properly given notice of the public hearing held November 6, 2023 to consider the City of Omak's budget for the 2024 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 2023 was \$897,929.26; 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 2024 levy in the amount of \$ 906,908.55, which is a 1 percent increase of the previous year's tax levy of \$897,929.26, or a total increase of \$8,979.29. 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 6th day of November, 2023.

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.1929 OF THE City of Omak, Washington.

On the 6th of November, 2023, the City Council of the City of Omak, passed Ordinance No. 1929.

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 2024. 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 2024 levy in the amount of \$906,908.55, which is a 1 percent increase of the previous year's levy or \$8,979.29.

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

Dated this _____ day of November 2023.

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 6, 2023.

Regular Levy: \$ 921,645.00

Excess Levy: \$ None

Refund Levy: \$ None

Signature: _____

Date: _____

Ordinance / Resolution No. 1929
RCW 84.55.120

WHEREAS, the City Council of City of Omak has met and considered
(Governing body of the taxing district) (Name of the taxing district)
its budget for the calendar year 2024; and,

WHEREAS, the districts actual levy amount from the previous year was \$ 897,929.26; and,
(Previous year's levy amount)

WHEREAS, the population of this district is ☐ more than or ☒ less than 10,000; and now, therefore,
(Check one)

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 2024 tax year.
(Year of collection)

The dollar amount of the increase over the actual levy amount from the previous year shall be \$ 8,97.29
which is a percentage increase of 1% from the previous year. This increase is exclusive of
(Percentage increase)

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 6 day of Novemeber, 2023.

_____	_____
_____	_____
_____	_____

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.

Form 64 0100

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 _____ (Name),
_____, (Title), for _____ (District name),
do hereby certify to the _____ (Name of county) County legislative authority
that the _____ (Commissioners, Council, Board, etc.) of said district requests
that the following levy amounts be collected in _____ (Year of collection) as provided in the district's
budget, which was adopted following a public hearing held on _____ (Date of public hearing).

Regular levies

Levy	General levy	Other levy*
Total certified levy request amount , which includes the amounts below.		
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*
Total certified levy request amount , which includes the amounts below.					
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 or call 360-705-6705. Teletype (TTY) users please dial 711.

Memorandum

To: Cindy Gagne, Mayor / Omak City Council
From: Tyler Wells, Building Official / Permit Administrator
Date: November 1, 2023
Subject: Building Department Report

- Several business/field inspections.
- Planning Commission meeting on October 3rd.
- Public Hearing set for November 7th. (Zoning Code amendments) (Planning Commission)
- Working on abatements. (15 North Fir) (709 Garfield) (218 Lime)
- Working with Code Enforcement on violations.
- The State Building Code Council, again, voted to delay the implementation of the new 2021 codes. A new effective date set for March 15, 2024.
- Renewed my certification for Building Plans Examiner with CEU's obtained from various trainings.
- 5 permits issued in October 2023.
- \$2,467.99 collected in permit/land use fees in October 2023.

MEMORANDUM

To: Cindy Gagne, Mayor
Omak City Council

From: Jeremy Patrick, Omak Fire Chief

Date: November 1, 2023

Subject: Departmental Report for October 2023

- Attended fire district 3 commissioners meeting.
- Attended Okanogan Fire Advisory Committee Meetings
- Attended LEOFF 1 Board Meeting
- Attended Okanogan County Fire Chiefs Meeting
- Sold 35 Burn permits
- PSIS Kindergarten Students visited Fire Station

Below is a breakdown of addresses, type of calls, equipment responding, time on scene, number of firefighters responding and total man-hours per call.

Location of Call (inside City)	Type of Incident	Equipment responding	Time on Call	# of firefighters responding	Man Hours
501 Omak Ave	Vehicle Fire	C51 E51	60 min	7	7
620 Pine St	Fire Alarm	C51	9 min	7	1
409 S Ash St	Medical Assist	C51 R51 B352	17 min	11	3.1
618 E Dewberry Ave	Controlled Burn	C51	9 min	6	.9
902 Engh Rd	Pedestrian vs Vehicle	C51 B352	9 min	5	.7
Hwy 97 & Shumway	MVA	C51 B352 R51	27 min	10	4.5
Shumway & Koala	MVA	C51	8 min	13	1.7
620 Pine St	Fire Alarm	C51	9 min	6	.9
918 Engh Rd.	Fire Alarm	C51	4 min	6	.4
331 Dayton St	Fire Other	C51	9 min	4	.6
129 N Birch St	Fire Other	C51	3 min	9	.4
207 Locust St	Controlled Burn	C51	4 min	9	.6
738 Riverside Dr.	MVA	C51	8 min	8	1
725 Garfield St.	Controlled Burn	C51	7 min	10	1.1
428 Garfield St.	Fire Other	C51 E51	32 min	7	3.7
715 Jasmine St	Medical Assist	C51 R51	7 min	4	.4
			Average Duration 13.8 min	Average # of firefighters 8	Total man hrs city 28
Outside City					
1198 Bull Rope St	Fire Alarm	C51 E351 R51	13 min	8	1.7

29601 Hwy 97	MVA	C51 B351 R51	38 min	10	6.3
Old Riverside Hwy & Cherokee Rd.	Fire Other	C51 E351	12 min	7	1.4
7610 Hwy 155	Wildland Fire	C51 E351 T351 B352	26 min	10	4.3
11 Gum Drop Lane	MVA	C51 B352	18 min	7	2.1
30100 Hwy 97	MVA	C51 B352 R51	14 min	9	2.1
29700 Hwy 97	MVA	C51 B352	21 min	9	3.1
7531 Hwy 155	MVA	C51 B352 R51	18 min	12	3.6
319 Co. Rd. 280	Structure Fire	C51 E351 T351	50 min	10	8.3
220 Omak Mtn Rd	MVA	C51 B352 R51	27 min	7	3.1
Robinson Canyon & Miller Rd.	MVA	C51	7 min	5	.5
Duck Lake Rd & Miller Rd	Fire Other	C51	9 min	4	.6
Rodeo Trl. & Armory Junction	MVA	C51	9 min	4	.6
			Average Duration 20.1 min	Average # of firefighters 8	Total man hrs dist. 37.7

Explanation of equipment numbers and ownership:

C 51 – Chiefs rig - city
 E 51 – Engine 51 – city
 L 51 – Ladder 51 – city
 R 51 – Rescue 51 – city
 E 351 – Engine 351 – district 3
 T 351 – Tender 351 – district 3
 T 352 – Tender 352 – district 3
 B 351 – Brush 351 – district 3
 B 352 – Brush 352 – district 3
 B 353 – Brush 353 – district 3

148 man hours training

Estimated Dollar loss inside city \$100.00

Estimated Dollar loss outside city \$500.00

(MVA = Motor Vehicle Accident)