
AGENDA
OMAK CITY COUNCIL MEETING
Monday, October 20, 2025 – 7:00 PM

A. CALL TO ORDER

B. FLAG SALUTE

C. CITIZEN COMMENTS

D. CORRESPONDENCE AND MAYOR'S REPORT

1. Affirm Appointment of Steve Clark to the SWAC Board



E. CONSENT AGENDA

1. Approval of Minutes from October 6, 2025, Council Meeting & the October 20, 2025, Budget Workshop
2. Approval of 2025 Claims and October 7, 2025, Payroll

F. NEW BUSINESS

1. Closed Record Decision – LP-01-2025 – Highlands Long-Plat
2. Ord. 1958 – Annexation of Western Sunset LLC Properties
3. Res. 57-2025 – Approve the Designation of the Official Newspaper for 2026
4. Res. 58-2025 – Approve Interlocal Agreement with AWC RMSA Insurance
5. Res. 59-2025 – Approve GMA Grant with Department of Commerce



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.



City of Omak
PO Box 72
Omak, WA 98841
Phone: 509-826-1170

LETTER OF TRANSMITTAL

DATE: October 8, 2025

TO: Omak City Council

FROM: Jack Schneider, Acting Chairman
Omak Planning Commission

RE: Planning Commission Recommendation – Request for Preliminary approval of a 31 lot Long-Plat in the City of Omak (LP-01-2025).

Dear Councilmembers;

The Omak Planning Commission, in regular session October 7, 2025, Public Hearing, reviewed the proposed application for preliminary approval of LP-01-2025 (Highlands Long Plat), submitted by 900 Mill Street LLC. The attached staff report provides more detail and conditions.

The following motion was made:

“Commissioner Ann Potter, seconded by Commissioner Paul Nash that the Long Plat application be forwarded to City Council with the recommendation of preliminary approval subject to the conditions and findings in the Staff Report. Motion carried.”

Thank you for your time and consideration.

Sincerely,

Jack Schneider, Acting Chairman
Omak Planning Commission

**OMAK PLANNING COMMISSION
MEETING MINUTES
OCTOBER 7, 2025**

CALL TO ORDER

Chair Schneider called the meeting to order at 5:30 pm.

COMMISSIONERS & ADMINISTRATIVE PERSONNEL:

Jack Schneider – Chair	Kurt Danison, Contract Planner (CP) - Absent
Paul Nash – Vice Chair	Tyler Wells, Building Official (BI)
Anne Potter	Cindy Hicks, Deputy Clerk
Tim Pecha	
Terri Williams	
David Campbell	

APPROVAL OF MINUTES:

Commissioner Potter moved, seconded by Commissioner Nash, to approve September 2, 2025, minutes as written. With no further discussion the Commissioners voted and unanimously approved the motion.

NEW BUSINESS:

900 Mill Street LLC / Highlands Long Plat – Public Hearing

Chair Schneider opened the Public Hearing at 5:35 pm. He read the Public Hearing Disclaimer. Commissioner Pecha recused himself from the hearing because of his role as the project surveyor. There were no audience objections to any member of the Commission or its Chair.

BI Wells read for the record, the attached Staff Report dated 9-30-2025.

Chair Schneider asked for any Public Comment:

Diane Allen, of 609 Aspen Ave, questioned the need to access the development through both Quassia St, Wildwood Dr. If using Quassia St., the traffic would have to go in front of her house on Aspen Ave which she felt was unnecessary.

Shasta Stidman, of 1001 Oleander, stated the proposed project is directly south of where she lives and was wondering if the new roads being built will be maintained by the city and if they are, was the city going to start maintaining Oleander which she states is a city street. BI Wells stated he was unclear as to Oleander St. being city street, but yes, the new roads being built will be maintained by the city.

Emily Gurnard, of 900 Wildwood Dr, stated she was happy to hear the part about stormwater in the Findings of Fact in the Staff Report. She lives on the corner lot by the proposed development and when it rains, it is a lake that does not drain. She had several concerns that she wanted to express. She wanted clarification that apartments were not being built, was there going to be sidewalks installed and that the water pressure in their development was very low, would the new development be pulling from the same line/area. BI Wells stated he would have to check but does not believe apartments were proposed or allowed, sidewalks are part of the proposal, and the City Engineers say there is sufficient water and fire suppression for the project. If there is a problem with water pressure, then they should speak to someone with the city.

Migel Mejia, of 802 Wildwood Dr, was asking for confirmation that these 31 lots are for single family residences. His concern is that there will be apartments, primarily low-income apartments, built and did not want to see the issues that come with that. BI Wells confirmed that single family / duplexes are allowed outright in that zone and that is what the proposal states, not apartments. Mr. Mejia also expressed concern

**OMAK PLANNING COMMISSION
MEETING MINUTES
OCTOBER 7, 2025**

of speeding traffic with the increase and would like the city to look at the possibility of installing speed bumps or something similar, to help with increased traffic. BI Wells stated that it would probably not be the best solution with plowing and maintenance, but it could be discussed with the city.

Brianan Christensen, of 22 Pinecone Dr, stated that the hill she lives on is very steep and was worried about where her road and the proposed road would connect and wondering if there might be a different plan. In the winter it is sometimes difficult to stop when reaching the bottom and with higher traffic, it could pose a problem. She also commented that currently there are 40 to 50 houses for sale in our area and that none are below \$300,000. Are these new houses going to be affordable. Her last concern was how many phases there were going to be and how many more houses were going to be built.

Ruben Hale, of 33 Orchard View Dr, commented that he does not live in Wildwood but has friends that do. The new development seems to have smaller lots and with smaller lots is more density and with that comes more traffic. He thought that maybe the developer could increase the lot sizes.

Chair Schneider closed the Public Hearing at 6:09.

Commissioner Potter moved, seconded by Commissioner Nash, to recommend preliminary approval of the Highlands Long-Plat to the City Council, subject to the conditions and findings in the Staff Report. With no further discussion, the Commissioners voted and unanimously approved the motion.

Commissioner Pecha returned to his seat in the meeting.

In a general conversation, Chair Schneider wanted to discuss the process of passing citizen concerns or problems onto the City Council. BI Wells suggested that the Commission could put together a memo or attend a meeting. Commissioner Potter also added that it would be more beneficial if a citizen has a legitimate concern or problem, that the City Council or City Staff hear from them directly rather than the Planning Commission passing on what they think the person is trying to relay to them.

OLD BUSINESS:

None

OTHER BUSINESS

City Update

BI Wells reported that Dominos should be opening next week, and the City Council approved the annexation application for 2 ten-acre parcels west of Wildwood. The ordinance will be brought to the next City Council meeting on October 20, 2025.

Discussion followed about various projects throughout the city.

With no further business before the Planning Commission, Chair Schneider adjourned the meeting at 6:26pm. The next scheduled meeting is set for November 4, 2025.

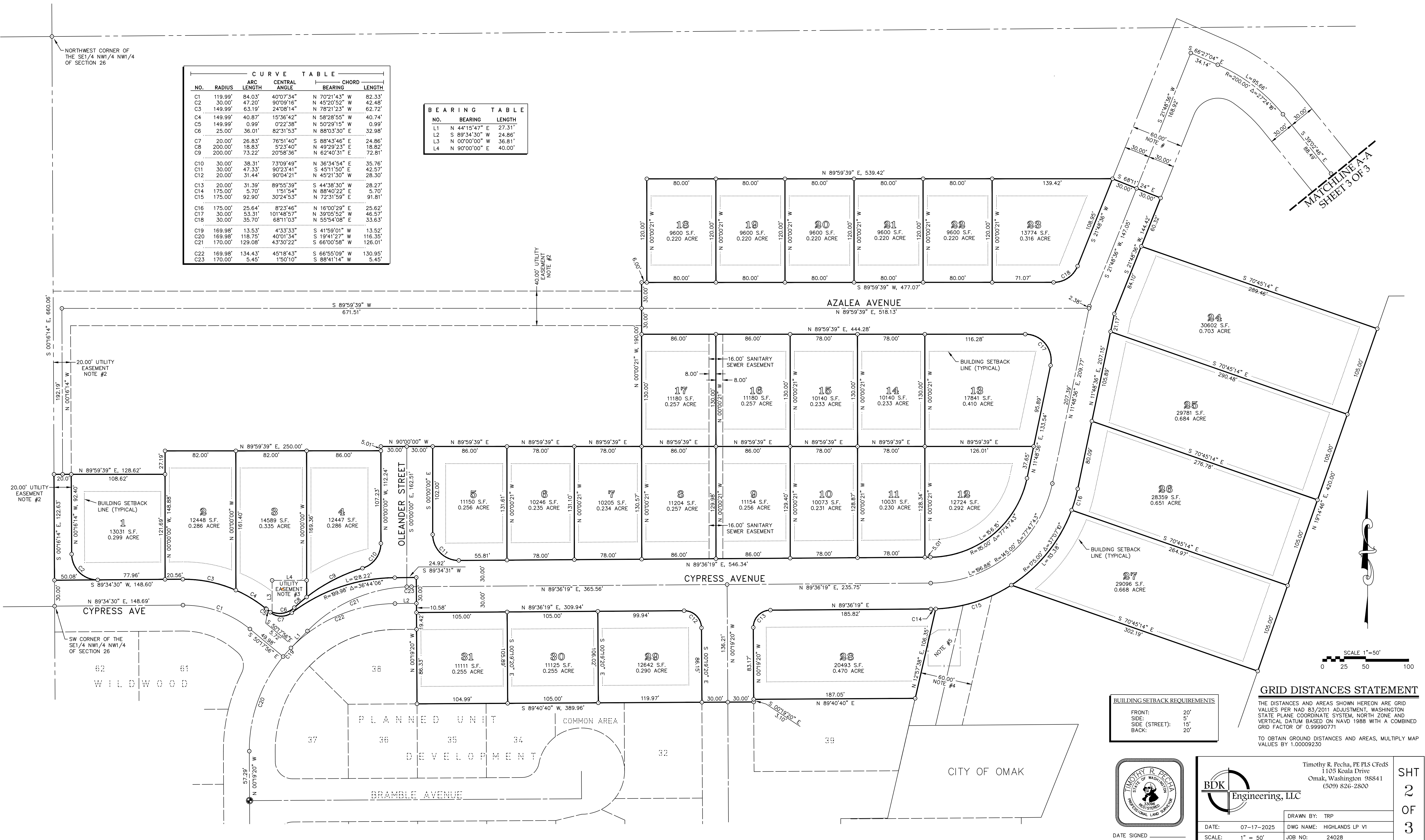
SIGNED:

Jack Schneider, Chair

Cindy Hicks, Deputy Clerk

Within the NE1/4 NE1/4 and the SE1/4 NE1/4 of Section 26, T. 34 N., R. 26 E., W.M.

B E A R I N G T A B L E				
NO.	BEARING			LENGTH
L1	N	44°15'47"	E	27.31'
L2	S	89°34'30"	W	24.86'
L3	N	00°00'00"	W	36.81'
L4	N	90°00'00"	E	40.00'



STAFF REPORT

DATE: September 29, 2025

TO: Staff / Planning Commission

FROM: Tyler Wells, Building Official/Permit Administrator

RE: Preliminary Plat Approval – Highlands Long-Plat – LP-01-2025

Background:

900 Mill Street LLC, of Post Falls, Idaho, has submitted an application for and is seeking preliminary approval of the Highlands Long-Plat. The proposed subdivision entails the platting of a 12.69 Acre parcel into 31 individual lots for single family residences and duplexes with access planned through the continuation of Wildwood Drive, Quassia Street, and a newly proposed road that will connect to Ironwood Street/Shumway Road.

The subdivision directly to the South of the proposal is known as the Wildwood Planned Unit Development and was completed in the early 1990's.

Location Information:

Parcel # 3426260387. There is currently no address for this location. Addresses will be assigned to each lot at the time of final approval.

The project site is located in the Northwest Quarter of Section 26, Township 34 North, Range 26 E.W.M., Okanogan County, Washington.

Comprehensive Plan Designation:

The subject property is designated as "Medium Density Residential" in the "Greater Omak Area Comprehensive Plan" last updated in 2024.

Current Zoning:

The subject property is zoned "Residential Duplex" by Title 18 of the Omak Municipal Code and as per the official City of Omak Zoning Map.

Floodplains, Shorelines, Critical Areas, SEPA and Other Environmental Constraints:

The subject property is not located within the mapped floodplain protected zone or jurisdiction, however portions of the property are within an area designated as having a moderate/high aquifer recharge potential, steep slopes, and erosion hazard areas, as per the City of Omak Critical Areas Maps. Further review will be required as development plans are prepared for the property.

A SEPA checklist was submitted as required, and was circulated for comments to city staff and appropriate agencies. A determination of Non-Significance was issued and published in the City's newspaper of record on August 20, 2025.

Reviewing Agencies:

The land use application, SEPA checklist and related information was circulated among appropriate agencies and City Staff beginning on August 13, 2025. Written comments from city staff, other agencies and the public will be included in the project file. A notice of application was published in the Omak/Okanogan Chronicle on August 20, 2025, a notice of public hearing was published in the Omak/Okanogan Chronicle on September 17, 2025, and these notices were also mailed to all landowners within three hundred feet of the proposal. Also, the property was posted in accordance with Omak Municipal Code Title 19.

Comments Received:

All comments are contained in the project file. As of the date this staff report was prepared, comments have been received from the following: Okanogan County Public Works, Washington State Department of Ecology, City engineers Gray & Osborne, and one citizen; Patty Bennett, 18 West Hale Avenue.

Ms. Bennetts concerns include the increase in traffic, access for pedestrians and cyclists, and the dangerous intersection at Ross Canyon Road and Ironwood Street.

Okanogan County Public Works comments note that more details are needed to demonstrate how drainage will be controlled and the potential impacts at the intersection of County Road 2772 (Shumway Rd.). The County will require a road approach permit, and with the projected addition of 310 daily trips added to Shumway Road would increase the road to a level 4 road and will require improvements.

Washington State Department of Ecology's comments entail the potential need for a NPDES Construction Stormwater Permit.

City of Omak consulting engineers, Gray & Osbourne Inc, have made several comments on how the plans and standards of the City of Omak Construction Standards must be adhered to.

Recommendation:

Staff recommends that the Planning Commission recommend preliminary approval of the proposed Highlands Long-Plat, LP-01-2025, to the City Council with the following conditions required to be met prior to the granting of final approval.

1. That proposed mitigation measures or other proposed means to reduce, minimize or eliminate potential negative impacts to the environment identified in the SEPA Checklist be completed. The method, timing and responsibility for addressing the proposed and/or required mitigation measures will be subject to City review and approval. Compliance with the agreed upon measures will be required prior to final approval of the plat or issuance of any building permits. The City Building Official will be the city official responsible for ensuring compliance with this condition.
2. That plans for streets, utilities, sewer, storm drainage, and necessary fire suppression etc... and other proposed and/or required improvements be prepared by a Washington registered professional engineer then submitted for review and approval by the city, agency, or department as appropriate (eg. electricity, cable, irrigation), in writing, prior to construction. Required improvements are specified in the City's Subdivision Ordinance, Chapter 17.28.
3. All improvements, including but not limited to, roads, water and sewer lines, and storm drainage facilities shall be built or bonded in their entirety or some other means developed satisfactory to the City to ensure required improvements are completed in a manner acceptable to the City. Said improvements shall be located within proposed City rights-of-way and utility easements and as such will be owned, operated and maintained by the City.
4. All improvements shall be inspected by appropriate City Public Works staff during construction, all required tests witnessed by appropriate City Public Works staff with written results provided to the City in a timely manner and reproducible as-built drawings provided to the City upon completion of construction by the developer. Failure to ensure inspections or witness of tests and/or failure to provide required as-built drawings will result to withholding of final plat approval.
5. That the plat for the subdivision be prepared in accordance with the requirements of Title 17 of the Omak Municipal Code and be reviewed and approved, in writing, by the City prior to filing with the County Auditor.

6. That the required right-of-way shall be dedicated, and/or easements shall be granted by the developer and recorded with the County Auditor immediately following completion of construction and prior to acceptance by the City.
7. That a development agreement be reached between the applicant and the City that details the timing and responsibility for utility and road construction and other requirements of approval of this plat.
8. That the applicant shall be responsible for the installation of electrical service as required by PUD #1 of Okanogan County.
9. An Inadvertent Discovery Plan must be in place and submitted to the City before any ground disturbing activities commence.
10. The E911 Address for each lot must be shown on the face of the Plat.
11. That the applicant shall be responsible for all costs associated with the review of plans and shall reimburse the City for such services.
12. That the applicant shall obtain approval for a road approach permit from Okanogan County Public Works department.
13. A Geotechnical Engineering firm shall be obtained by the applicant and said firm shall be responsible for geotechnical investigation, design, and required inspections for the proposed road traversing a steep slope to connect with Shumway Road/Ironwood Street.
14. The applicant shall be required to work with Okanogan County Department of Public Works to obtain an approach permit to Shumway Road and design and construct any improvements required by the County.

Findings of Fact:

1. That all the requirements of Chapter 17.20 of the Omak Municipal Code were followed in the processing of the Subdivision/Long-Plat request.
2. That a SEPA "DNS" was issued on August 20, 2025 and was not appealed.
3. That the proposed plat is consistent with the "Greater Omak Area Comprehensive Plan", specifically the section on the "Medium Density Residential" designation.
4. That landowners within three hundred feet of the proposal were notified by mail on August 18, 2025 and September 15, 2025. Notices were published in the Omak/Okanogan Chronicle and notices were posted in accordance with Omak Municipal Code Title 19.
5. That adequate water for domestic as well as fire suppression purposes is available for the development.
6. That adequate sewer service is available to serve the development.
7. That stormwater runoff will be handled on site in compliance with the Eastern Washington Stormwater Management Manual, as it exists at the time of plat approval.
8. That the approval of the plat does not represent the granting of special privileges to the applicant.
9. That the public interest will be served by approval of the plat.
10. That all interested persons were given the opportunity to comment on the proposal.

Recommended Motion:

Move to recommend preliminary approval of the Highlands Long-Plat to the City Council subject to the conditions and findings in the Staff Report.

Tyler Wells
 Building Official/Permit Administrator
 September 26, 2025

MEMORANDUM

To: Cindy Gagné, Mayor
Omak City Council

From: Tyler Wells
Building Official / Permit Administrator

Date: October 20, 2025

Subject: **Ordinance 1958, Annexation of Parcels #3426264009 & #3426264013**

The Attached Ordinance 1958, An Ordinance of the City Council of the City of Omak providing for the annexation of certain territory to the City of Omak, Washington, and incorporating the same within the corporate limits thereof, providing for the assumption of existing indebtedness, providing the same shall be subject to the Comprehensive Land Use Plan, and assigned zoning classification, is forwarded for your consideration.

The City Council of the City of Omak, during its August 4, 2025, meeting, reviewed and accepted a letter of intent for annexation submitted by Jess O'Dell and Ryan Vickery of Western Sunset LLC.

The City Council of the City of Omak received a petition for annexation on August 21, 2025, and by Resolution 52-2025 fixed the time for the public hearing on the annexation request.

The City Council of the City of Omak did preliminarily approve the annexation contingent on the conditions listed in the staff report dated September 26, 2025.

The property annexed by this Ordinance consists of 20.00 acres of land with the boundaries of said property being contiguous to the City of Omak.

I support the passage of this Ordinance

ORDINANCE NO. 1958

AN ORDINANCE of the City Council of the City of Omak providing for the annexation of certain territory to the City of Omak, Washington, and incorporating the same within the corporate limits thereof, providing for the assumption of existing indebtedness, providing the same shall be subject to the Comprehensive Land Use Plan, and assigning zoning classification.

WHEREAS, a Notice of Intent to Annex was filed with the City of Omak; and

WHEREAS, a meeting was held with the initiating parties resulting in a decision by the City Council to:

- (1) Accept the proposed annexation;
- (2) Require the simultaneous designation of Residential Duplex zoning use district classification;
- (3) Require the assumption of a pro rata share of all existing City indebtedness by the area to be annexed; and

WHEREAS, a Petition for Annexation was made in writing and filed with the City Council seeking annexation of the real property described as follows, all of which property is contiguous to the corporate City limits of the City of Omak:

The Northwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 26, Township 34 North, Range 26 East W.M., Okanogan County, Washington.

Together with all portions of the right of way for Okanogan County roads lying within the subdivision.

Situated in the County of Okanogan, State of Washington.

Okanogan County Parcel No. 3426264009;

And;

The Southwest Quarter of the Southwest Quarter of the Northwest Quarter in Section 26, Township 34 North, Range 26 East W.M., Okanogan County, Washington, together with any portions thereof lying within the right of way for Okanogan County Road No.'s 9251 and 9244

Together with and subject to all provisions and restrictions of record and easements now existing and of record.

Okanogan County Parcel No. 3426264013.

WHEREAS, said petition was signed by the owners of the above-described real property; and

WHEREAS, the staff of the City of Omak filed a Staff Report dated September 26, 2025, attached hereto as **Exhibit “A”**, which staff report recommended approval with conditions; and

WHEREAS, the City Council fixed a date for a public hearing and caused notice thereof to be published and posted as required by law; and

WHEREAS, a public hearing was duly held by the City Council of the City of Omak on the 6th day of October, 2025, and after said hearing a motion was made, seconded and unanimously passed to approve the annexation of the subject property, adopt the Findings of Facts set forth in **Exhibit “A”**, subject to the conditions as set forth in **Exhibit “A”**.

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

Section 1. Upon agreeing to meet all the conditions set forth in **Exhibit “A”** attached hereto, the real property described herein, being situated within the County of Okanogan, State of Washington, and being contiguous to the City of Omak, shall be annexed to and incorporated into the City of Omak.

Section 2. The City of Omak Zoning Map shall be amended to show Okanogan County Parcel #'s 3426264009 & 3426264013 as Residential Duplex (RD).

Section 3. The City of Omak Comprehensive plan shall be amended to show and reflect the correctly identified land use designation of Okanogan County Parcel #'s 3426264009 & 3426264013. (Medium Density Residential).

Section 4. All property within the territory annexed shall, after the effective date hereof, be assessed and taxed at the same rate and on the same basis as the property within the City for any outstanding indebtedness of the City of Omak contracted prior to, or existing at the date of annexation.

Section 5. All property within the territory so annexed shall be subject to and be a part of the Comprehensive Plan of the City of Omak as now adopted, or as hereinafter amended.

Section 6. The subject real property shall be zoned Residential Duplex.

Section 7. A copy of this ordinance shall be filed and recorded as provided by law.

Section 8. This ordinance shall become effective from and after its passage by the Council, approved by the Mayor and five days after publication as required by law.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2025.

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: 1ST Reading _____

Date Published: _____

Date Effective: _____

On the ____ day of _____, 2025, the City Council of the City of Omak passed Ordinance No. 1958

DATED this ____ day of _____ 2025.

STAFF REPORT

DATE: September 26, 2025

TO: Mayor Cindy Gagne' and Omak City Council

FROM: Tyler Wells, Building Official

RE: WESTERN SUNSET LLC & JESS O'DELL ANNEXATION REQUEST

Proposal:

The City Council, during its August 4, 2025, meeting, reviewed and accepted a letter of intent for annexation from Jess O'Dell and Ryan Vickery of Western Sunset LLC, for two parcels, totaling 20 acres of land, in Northwest Omak. On August 21, 2025, the City received a petition for annexation of the property and, by Resolution 52-2025, fixed the time for public hearing on the annexation request.

Location Information:

The subject property is two (2) parcels totaling 20 acres of land lying in the northwestern part of the City, directly West of the developments known as Wildwood and Crestvue, in unincorporated Okanogan County. The parcels are contiguous to the City of Omak corporate limits. Parcels #3426264013 & #3426264009.

Current Use:

The subject properties are currently vacant and undeveloped.

Current Comprehensive Plan Designations:

According to the Greater Omak Area Comprehensive Plan, recently updated in February 2024, this area is designated low density residential. It is important to note that the designation of properties outside of the corporate limits is strictly for planning purposes since the County has not adopted, approved or in any way acknowledged the City's desires for lands outside of the corporate limits. Medium density residential is the most comparable designation and is applied to adjoining properties within the City limits.

The County's Comprehensive designation for the parcel is Rural.

Current Zoning:

The land is presently zoned as Rural-20 & Rural-1 under the County's Zoning Ordinance.

Proposed Zoning, Comprehensive Plan Designation and Uses:

The petitioners request that the property be zoned Residential Duplex (RD), which is consistent with the incorporated properties (Wildwood) to the East and North of Ross Canyon Road. However, the incorporated properties to the East and South of Ross Canyon Road are presently zoned Residential Single-Family (RS). A result of the desired zoning means the Comprehensive Plan for both parcels needs to be changed to medium-density residential to be consistent with the adjoining incorporated properties both North and South of Ross Canyon Road.

The Council has the latitude to designate and zone the properties as they see fit as part of the annexation ordinance, while acknowledging the current land uses within the area, and the general land use goals and policies in place to protect the existing built environment within the area.

Floodplains, Shorelines, SEPA, Critical Areas and Other Environmental Constraints:

The property does not lie within a designated floodplain or shoreline area. According to the City of Omak's Critical Areas Map, the subject property lies within an area designated as having "high potential for aquifer recharge". As such any subsequent development shall comply with the City of Omak critical areas regulations as currently adopted or amended.

It appears that the western edge of parcel #3426264013 is in an area designated as an erosion hazard area and in an area designated as having steep slopes. Further review will be required as development plans are prepared for the property if annexed.

Annexation proceedings are categorically exempt from SEPA review.

Reviewing Agencies:

The annexation petition and related materials have been circulated among city staff along with the required postings on the property and legal publications of notices in the Omak/Okanogan Chronicle. As to date, no comments have been received.

Recommendations:

From various conversations with staff, it is the belief that the city has a surplus of undeveloped land already within the corporate limits. A rough calculation of 400 acres, with a large number of those acres being zoned for industrial/mixed use and the Omak School District owning upwards of 115 acres of undeveloped land. As a result, the Council should consider what the policy should be regarding extensions and connections to City utilities.

Is the policy first come first serve? Do the undeveloped properties that have been within the city limits for decades have any right to utility connections prior to newly annexed lands? If there is a

limit on water connections available or sewer treatment capacity, what is the policy on who gets connected?

The area proposed for annexation, appears to be one of the most compatible locations to grow the residential use with relatively easy access to existing city utilities and transportation systems, something that is lacking to the incorporated properties lying East of US 97.

Staff recommends that the City Council consider approval of the proposed annexation by Ordinance subject to the following conditions:

1. That it is understood that the owners, heirs or assigns shall be responsible for any extension of streets, sidewalks, and/or utilities associated with development of the annexed property described above.
2. That plans for streets, utilities, sewer, storm drainage, and necessary fire suppression etc... and other proposed and/or required improvements, be prepared by Washington registered professional engineer then submitted for review and approval by the City Public Works Director or other agency or department as appropriate (eg. electricity, cable, irrigation), in writing, prior to construction. Required improvements are specified in the City's Subdivision Ordinance, Chapter 17.28.
3. All improvements subject to annexation and prior to approval of development, shall be inspected by appropriate City Public Works staff during construction, all required tests witnessed by appropriate City Public Works staff with written results provided to the City in a timely manner and reproducible as-built drawings provided to the City upon completion of construction by the developer.
4. That any easements required for extension of city utilities be granted to the city in a manner acceptable to the city and petitioner and/or heirs and assigns.
5. That if any archaeological material or human remains are encountered during the course of this undertaking, all activity will cease immediately and the Tribal Historic Preservation Officer of the CCT will be contacted as soon as possible. Activity on the undertaking will not resume until satisfactory arrangements have been made between the applicant and the Tribal Historic Preservation Officer.
6. That the owner will assume all or any portion of the existing city or town indebtedness in the area proposed to be annexed.
7. That the Comprehensive Plan Land Use Designation for the properties be changed to Medium-Density Residential.

8. That both properties be zoned Residential Duplex (RD).

Findings of Fact:

1. That all requirements of Title 19 of the Omak Municipal Code and RCW 35.13.125 were followed during this process and that the applicants, heirs, and/or assignees as noted in the petition are required to adhere to these and future regulations for further land use actions of development proposals.
2. That the approval of the annexation process does not represent a granting of special privileges to the applicant.
3. That the public interest will be served by approval of the annexation process.
4. That all interested persons were given the opportunity to comment on behalf of this proposal during the public hearing before the Omak City Council held on October 6, 2025.
5. That annexations are exempt from SEPA review.
6. That the subject property is located within the Urban Growth Area as identified in the Greater Omak Areas Comprehensive Plan.
7. That there is currently adequate water capacity and wastewater treatment capacity to accommodate future needs of development, depending greatly on density and other potential developments inside of the city's corporate limits.



MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: City Administrator/City Clerk

Date: November 20, 2025

Subject: Resolution 57-2025 – Designate Official City Newspaper for 2026

The attached Resolution No. 57-2025, A Resolution of the Omak City Council of the City of Omak Designating an Official Newspaper for the City of Omak in 2026 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. Deputy Clerk Hicks sent a request to the Wenatchee World and the Omak-Okanogan Chronicle for “per column inch” costs for 2026.

We received a single bid and that was from the Omak-Okanogan Chronicle who bid \$15.00 per column inch for legal advertising in 2026. The cost did not increase from our current 2025 bid.

I support this Resolution and urge its adoption.

RESOLUTION NO. 57-2025

**A RESOLUTION DESIGNATING AN OFFICIAL NEWSPAPER
FOR THE CITY OF OMAK IN 2026**

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 2026: **The Omak-Okanogan County Chronicle**.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2025.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Cindy Hicks, Deputy Clerk

Michael D. Howe, City Attorney

From: [Cindy Hicks](#)
To: [Connie Thomas](#)
Subject: FW: REQUEST FOR BIDS - NEWSPAPER OF RECORD FOR 2026
Date: Friday, October 10, 2025 2:25:02 PM

Cindy Hicks

Deputy Clerk, City of Omak
509-826-1170

From: Teresa Myers <tmyers@omakchronicle.com>
Sent: Wednesday, August 27, 2025 1:42 PM
To: Cindy Hicks <deputyclerk@omakcity.com>
Subject: RE: REQUEST FOR BIDS - NEWSPAPER OF RECORD FOR 2026

[External Email]

Cindy, the Omak Okanogan County Chronicle would like to offer a bid of \$15.00 per column inch* for legal advertising if it is designated an official newspaper for the City of Omak in 2026.

Please let me know if you require further documentation or have any questions.

* Please note that open rate for legal advertising is \$18.50 per column inch.

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

From: Cindy Hicks <deputyclerk@omakcity.com>
Sent: Wednesday, August 27, 2025 1:25 PM
To: Teresa Myers <tmyers@omakchronicle.com>
Subject: REQUEST FOR BIDS - NEWSPAPER OF RECORD FOR 2026

The City of Omak is seeking bids for our 2026 Newspaper of Record. If you interested in providing a bid, please email it on or before Monday September 15, 2025 at 3:00PM. Thank you.

Cindy Hicks

Deputy Clerk, City of Omak
509-826-1170

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel
City Administrator

Date: October 20, 2025

Subject: Resolution 58-2025 Insurance Membership AWC

The attached Resolution No. 58-2025, Authorizing Membership in the Association of Washington Cities (AWC) Risk Management Service Agency (RMSA), is forwarded for your consideration.

City staff and committee have evaluated three Risk Pools that have the capacity to service the City's insurance needs, CIAW, WCIA and RMSA. RMSA was selected as the best agency to meet the city's service needs.

I support this Resolution and Urge its Adoption.

RESOLUTION NO. 58-2025

**A RESOLUTION AUTHORIZING MEMBERSHIP IN
THE ASSOCIATION OF WASHINGTON CITIES (AWC)
RISK MANAGEMENT SERVICE AGENCY (RMSA)**

WHEREAS, the City of Omak is a city operating under the Mayor-Council form of government pursuant to RCW Title 35A.12; and

WHEREAS, the Association of Washington Cities Risk Management Service Agency (AWC RMSA) is a municipal self-insurance pool formed January 1, 1989, under RCW 48.62, to provide its members the opportunity to self-insure or pool their primary risks to enhance their ability to control their insurance programs and coverages and providing its members cost stability and the potential for long-term savings; and

WHEREAS, AWC RMSA is sponsored by the Association of Washington Cities as a service to Washington cities, towns, and special districts; and

WHEREAS, on October 20, 2025, the City of Omak Council passed Resolution 58-2025 confirming the City of Omak's application for membership in the AWC RMSA; and

WHEREAS, the City of Omak has reviewed and analyzed the AWC RMSA Interlocal agreement, bylaws, other governing documents, and coverages with legal counsel for compliance with the Charter and Ordinances, or both, of the City of Omak; and

WHEREAS, THE City of Omak concludes that membership in the AWC RMSA would be beneficial in managing the municipal risks involved in providing services to our citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON that the Interlocal Agreement between city of Omak and the AWC RMSA in the form attached hereto as Exhibit "A" is hereby approved and that City of Omak does hereby:

1. Authorize the City of Omak's membership in the AWC RMSA;
2. Authorize the Mayor of the City of Omak to execute the AWC RMSA Interlocal Agreement on behalf of the City of Omak
3. Agree to adhere to the AWC RMSA risk management philosophy and standards as set forth by the pool; and
4. Agree to enter into and abide by the AWC RMSA Interlocal Agreement and all other AWC RMSA governing documents, which, along with this Resolution, constitute a contract between the City of Omak and the AWC RMSA.

The City of Omak will become a member starting December 1, 2025.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2025.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Cindy Hicks, Deputy Clerk

Michael D. Howe, City Attorney

**INTERLOCAL AGREEMENT OF
THE ASSOCIATION OF WASHINGTON CITIES
RISK MANAGEMENT SERVICE AGENCY
(AWC-RMSA)**

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INTERLOCAL AGREEMENT: OF THE ASSOCIATION OF WASHINGTON CITIES RISK MANAGEMENT SERVICE AGENCY

PREAMBLE

State law authorizes the formation of pooling organizations to provide insurance, to reduce the amount and frequency of the Members' losses, and to decrease the cost incurred by the Members in the handling and litigation of claims. This Agreement provides for self-insurance pooling and/or the economical purchase of Insurance coverage for Local Governmental Entities. This Agreement is made and entered into in the State of Washington by and among the Members organized and existing under the Constitution or laws of the State of Washington, hereinafter collectively referred to as "Members", and individually as "Member", which are parties signatory to this Agreement.

RECITALS

WHEREAS, Chapter 48.62 RCW provides that two or more local governmental agencies may, by Interlocal Agreement, provide insurance for any purpose by one or more of certain specified methods;

WHEREAS, the Association of Washington Cities, the sponsoring entity, of the Risk Management Service Agency ("Agency"), would like to maintain the long-standing relationship that has been achieved over the years because of the mutual goals of both entities, which is to support all cities and towns in Washington State;

WHEREAS, the Association of Washington Cities as sponsor of the Agency desires to provide its Members, as well as other Local Governmental Entities, the opportunity to jointly self-insure or pool their primary risks to enhance their ability to control their insurance programs and coverages;

WHEREAS, each of the parties to this Agreement desires to join together with the other parties for the purpose of pooling their self-insured losses and jointly purchasing excess insurance and administrative services in connection with a Joint Self-Insurance program for said parties; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW, THEREFORE, in consideration of all of the mutual benefits, covenants and agreements contained herein the parties hereto agree as follows:

ARTICLE 1 Definitions

The following definitions shall apply to the provisions of this Agreement:

- 1.1 **"Administrative Agent,"** shall mean the Association of Washington Cities that provides the contracted administrative services for the Agency.
- 1.2 **"Agency"** shall mean the Association of Washington Cities Risk Management Service Agency (RMSA).
- 1.3 **"Agreement"** shall mean the Interlocal Agreement, however amended, among and between the Agency and the Members.
- 1.4 **"Assessment"** shall mean the monies paid by the Members to the Agency.

- 1.5 **“Association”** shall mean the Association of Washington Cities.
- 1.6 **“Board of Directors”** or **“Board”** shall mean the governing body of the Risk Management Service Agency (RMSA) as duly elected by the members of the Agency.
- 1.7 **“Bylaws”** shall mean the document(s) that provides for the governance and operation of the Agency. “Bylaws” mean the Bylaws adopted by the Board of Directors of the Agency and all duly adopted amendments and revisions thereto, however amended.
- 1.8 **“Claim(s)”** means a demand for payment for damages against the Agency arising out of occurrences within the Coverage Agreement; or policy benefit because of the occurrence of an event that includes, but is not limited to, the destruction or damage of property or reputation, bodily injury or death and alleged civil rights violations.
- 1.9 **“Coverage Agreement”** shall mean the coverage document(s) established by the Board of Directors and intended to address the general claim operations of the Agency.
- 1.10 **“Excess insurance”** shall mean that insurance purchased or other financing arrangements made on behalf of the Agency to protect the funds of the Agency against catastrophes or against an unusual frequency of losses during a single year.
- 1.11 **“Fiscal Year”** shall mean that period of 12 months, from January 1 to December 31, which is established as the fiscal year of the Agency.
- 1.12 **“Insurance”** shall mean and include self-insurance through a funded program and/or commercial insurance contract.
- 1.13 **“Interlocal Agreement”** means an Agreement established under the Interlocal Cooperation Act defined in Chapter 39.34 RCW which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and therefore, to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.
- 1.14 **“Joint Self-Insurance Program”** means two or more Local Government Entities which have entered into a cooperative risk sharing Agreement subject to regulation under Chapter 48.62 RCW.
- 1.15 **“Local Governmental Entity”** shall mean every unit of local government, both general purpose and special purpose, and shall include, but not be limited to, counties, cities, towns, port districts, public utility districts, water districts, sewer districts, fire protection districts, irrigation districts, metropolitan municipal corporations, conservation districts, and other political subdivisions, governmental subdivisions, municipal corporations, and quasi municipal corporations.
- 1.16 **“Member”** – shall mean any eligible entity which participates in the Agency, pays the annual Assessment and is signatory to the Agency’s Interlocal Agreement.
- 1.17 **“Member Standards”** shall mean the required and advisory standards adopted by the Board of Directors in an effort to provide consistent administrative practices for members, with the goal of reducing property and liability losses.
- 1.18 **“Operating Committee”** shall mean the standing advisory committee to the Board.
- 1.19 **“Reassessment”** shall mean additional monies paid by the Members to the Joint Self-Insurance Program if claims shall exceed assets.

- 1.20 **“Risk Sharing”** means a decision by the Members of a Joint Self Insurance program to jointly absorb certain or specific financial exposures to risks of loss through the creation of a formal program of advance funding of actuarially determined anticipated losses; and/or joint purchase of Insurance or reinsurance as a Member of a Joint Self-Insurance program formed under Chapter 48.62 RCW.
- 1.21 **“Signatory”** or **“Signatories”** shall mean those parties who sign this Agreement, including execution by counterpart, thereby becoming a Member of the Agency bound by the terms of this Agreement.
- 1.22 **“Special Committee”** – shall mean committees of the Agency created by the Board of Directors.

ARTICLE 2 Risk Sharing

- 2.1 This Agreement is entered into by the Members to provide for Joint Self-Insurance pooling and/or the economical purchase of Insurance coverage, risk management services, and property and liability claims administration. Furthermore, the purpose of the Agreement is to reduce the amount and frequency of the Members' losses and to decrease the cost incurred by the Members in the handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate public Agency, the Association of Washington Cities Risk Management Service Agency, to direct and administer a Joint Self-Insurance Program wherein the Members will engage in certain activities, including but not limited to the following:
- 2.1.1 Risk Sharing
 - 2.1.2 Joint purchase of insurance which may include, but is not limited to Excess and or reinsurance; and
 - 2.1.3 Joint purchase of administrative and other services including:
 - 2.1.3.1 Claims adjusting;
 - 2.1.3.2 Data processing;
 - 2.1.3.3 Risk management consulting;
 - 2.1.3.4 Loss prevention;
 - 2.1.3.5 Legal; and
 - 2.1.3.6 Miscellaneous related services.
- 2.2 It is also the purpose of the Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional Local Government Entities organized and existing under the Constitution or laws of the State of Washington as may desire to become parties to this Agreement and Members of the Agency, subject to approval by the Board of Directors.
- 2.3 This Agreement may but is not required to provide, to the extent permitted by law, that the Agency may, at the discretion of its directors, contract with non-member Local Government Entities in the State of Washington.

Article 3 Agency Offices

- 3.1 Principal Executive Office

The principal executive office for the transaction of business of the Agency shall be located at 1076 Franklin St. SE, Olympia, WA 98501. The Administrative Agent in cooperation with the Board of Directors of the Agency shall have the authority to change the location of the principal executive office from time to time.

3.2 Other Offices

Other business offices may be at any time be established by the Administrative Agent in cooperation with the Board of Directors of the Agency at any place or places where the Agency is qualified to do business.

ARTICLE 4

Parties to Agreement

Each party to this Agreement certifies that it intends to and does contract with all other parties who are Signatories of this Agreement and, in addition, with such other parties as may later be added to and Signatories of this Agreement pursuant to Article 14. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Articles 16 and 17, shall not affect this Agreement nor such party's intent to contract as described above with the other parties to the Agreement then remaining.

ARTICLE 5

Term of Agreement

This Agreement shall become effective on January 1, 2017, and shall be of unlimited duration, but not less than one year, and will continue unless terminated as hereinafter provided in Article 19.

ARTICLE 6

Financial Obligations of Agency

Pursuant to Chapter 48.62 RCW, of the State of Washington, the debts, liabilities, and obligations of the Agency shall not constitute debts, liabilities, or obligations of any Member to this Agreement.

ARTICLE 7

Powers of the Agency

- 7.1 Agency shall have the powers provided for by law and is hereby authorized to do all acts necessary for the exercise of said powers, including, but not limited to, any or all of the following:
- 7.1.1 Contract or otherwise provide for risk management, claims administration and loss prevention services;
 - 7.1.2 Contract or otherwise provide legal counsel for the defense of Claims and/or other legal services;
 - 7.1.3 Consult with the Washington State Risk Manager and State Auditor;
 - 7.1.4 Jointly purchase Insurance coverage in such form and amount as the organization's participants may by contract agree;
 - 7.1.5 Incur debts, liabilities, or obligations;
 - 7.1.6 Acquire, receive, hold, or dispose of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities;
 - 7.1.7 Sue and be sued in its own name;
 - 7.1.8 Hire employees and agents; and

7.1.9 Exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.

7.2 Said powers shall be exercised to the terms hereof and in the manner provided by law.

ARTICLE 8

The Board of Directors and their Powers and Responsibilities

8.1 The Agency, its funds and service programs shall be administered by a Board of Directors.

8.2 Number of directors

There shall be seven (7) directors of the Agency, who shall be elected officials representing members of the Agency.

8.3 Acceptance of Appointment by directors

Each director shall sign a document accepting their appointment as director and agreeing to abide by the terms and provisions of this Agreement and the Bylaws.

8.4 Powers and Responsibilities of the Board of Directors

The Board of Directors of the Agency shall have the following powers and functions:

8.4.1 The Board shall have the power to review, amend, modify, adopt, override, or reject the Operating Committee's recommendations.

8.4.2 The Board shall review, modify if necessary, and approve the annual operating budget of the Agency.

8.4.3 The Board shall receive and review periodic accountings of all funds of the Agency.

8.4.4 Annually the Board shall review, amend, adopt, or reject the Operating Committee's recommendation of the Assessment, or Reassessment rate to be charged to the Members of the Agency.

8.4.5 The Board may review, modify if necessary, and approve the Coverage Agreement, the Agency's Bylaws, policies and Member Standards.

8.4.6 The Board shall have the power to conduct all business on behalf of the Agency, which the Agency may conduct under the provisions hereof and pursuant to law.

8.4.7 The Board shall determine and select Insurance, necessary to carry out the Joint Self-Insurance Program for the Agency.

8.4.8 The Board shall have authority to contract for or develop various services for the Agency, including, but not limited to, an Administrative Agent, claims adjusting, loss prevention, risk management consulting services, independent actuary services, insurance brokerage services, independent claims auditing services, and legal counsel.

8.4.9 The Board shall have such other powers and functions as are provided for in this Agreement, and the Bylaws, which are necessary to implement the purposes of this Agreement, including, but not limited to, the power to authorize contracts.

ARTICLE 9

Operating Committee

The Operating Committee shall consist of nine (9) representatives from Members. All members of the Operating Committee shall be non-elected officials. It is the Board's intent that the Operating

Committee is advisory to the Board and/or the Administrative Agent, regarding the operations of the Agency.

ARTICLE 10

Coverage

- 10.1 The type and limits of the Insurance coverage provided for Members by the Agency shall be established by the Board of Directors.
- 10.2 The Board may approve purchase of additional types or limits of coverage for Members interested in obtaining additional types or limits of coverage at additional cost to those Members. Such additional cost may include an administrative fee for the Agency's services.
- 10.3 The Board may arrange for the purchase of any other Insurance or services deemed necessary to protect the Agency or funds held by the Agency against catastrophe.

ARTICLE 11

Bond Requirements

The Board may require that the Administrative Agent authorized to disburse funds of the Agency, provide a fidelity bond in the amount as set by the Board, and provide that such bond be paid by the Agency.

ARTICLE 12

Responsibility of the Agency

The Agency shall perform the following functions in discharging its responsibilities under this Agreement:

- 12.1 Provide Insurance coverage as deemed necessary, including but not limited to a self-insurance fund and commercial insurance, as well as excess coverage or reinsurance, and other insurance. Such insurance, to be arranged by negotiation or bid, and/or purchase, as necessary;
- 12.2 Assist each Member's designated risk manager with the implementation of the risk management functions within the Member entity;
- 12.3 Provide loss prevention consulting services to Members as required;
- 12.4 Provide Claim adjusting and subrogation services for Claims covered by the Agency's Coverage Agreement;
- 12.5 Provide loss analysis by the use of statistical studies, data processing, and record and file-keeping services, to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
- 12.6 Assist Members, as requested, with review of their contracts to determine sufficiency of indemnity and insurance provisions;
- 12.7 Conduct risk management audits to review the participation of each Member in the program. The audit shall be performed by appointed Agency staff or, at the discretion of the Administrative Agent, and/or an independent auditor may be retained by contract to conduct the audits;
- 12.8 Provide for the defense of any civil action or proceeding brought against any officer, employee, Board member, or other agent of the Agency, in their official or individual capacity or both, on account of an act or omission within the scope of their agency as an agent of the Agency;

- 12.9 Abide by the rules and regulations as stated or hereinafter amended of RCW Chapter 48.62 and WAC 200-100; and
- 12.10 The Agency shall have such other responsibilities as deemed necessary by the Board of Directors in order to carry out the purposes of the Agreement.

ARTICLE 13

Responsibilities of Members

Members shall have the following responsibilities:

- 13.1 All Members must maintain membership in the Association of Washington Cities.
- 13.2 Each Member shall appoint an employee of the member entity to be responsible for the risk management function within that member entity and to serve as a liaison between the Member and the Agency.
- 13.3 Each Member shall implement a risk management policy which shall include implementing loss prevention recommendations, and complying with the Member Standards.
- 13.4 Each Member shall be responsible for payment of any Member-elected deductible, and/or appropriate deductible associated with the Member Standards.
- 13.5 Each Member shall promptly pay its Assessment, Reassessment, and any readjusted amount promptly to the Agency when due. After withdrawal or termination, each Member shall pay promptly to the Agency its share of any Reassessment and accrued interest at a rate determined by the Board, when and if required of it by the Board.
- 13.6 Each Member shall provide the Agency with such other information or assistance as may be necessary for the Agency to carry out the provisions of this Agreement.
- 13.7 Each Member shall in any and all ways cooperate with and assist the Agency, and any insurer of the Agency, in all matters relating to this Agreement and covered losses, and will comply with all Bylaws, policies, procedures and Member Standards as adopted or amended by the Board of Directors.
- 13.8 All members shall cooperate with the Agency and assist with any investigations, settlement discussions, defense or prosecution of suits, and cooperate and assist the Agency in enforcing any right of contribution, indemnity, or subrogation in which the Agency may have an interest by virtue of a payment made pursuant to the Bylaws, this Agreement, or the Coverage Agreement. Members shall also assist the Agency and attend hearings and trials as well as secure and give evidence and obtain the attendance of witnesses. Further, the members shall undertake appropriate due diligence and concur in exercising all things reasonably practicable to avoid or diminish any loss of or damage to the property insured under this agreement.

ARTICLE 14

New Members

- 14.1 Additional Members shall be permitted to become Signatories to this Agreement. All potential members to the Agency must be members of the Association of Washington Cities or become members prior to acceptance into the Agency. The Agency shall allow entry into the program of new members approved by the Board of Directors at such time during the year as the Board deems appropriate.

- 14.2 Members entering under this Article may be required to pay their share of expenses as determined by the Board, including those necessary to analyze their loss data and determine their Assessment.

ARTICLE 15

Defense of Agents

- 15.1 For purposes of this article, “agent” means any person who is or was: a director, an Operating Committee member, a Special Committee member, an officer, or an agent acting on behalf of the Agency or Administrative Agent.
- 15.2 The Agency shall provide for the defense of any agents and paying of any valid judgments and claims brought against any such agent arising from their actions or conduct in their official or individual capacity or both, on account of an act or omission within the scope of their responsibility; provided, however, this section shall not apply to those occurrences covered by an Agency policy of liability insurance or if the claim or judgment results from the intentional misconduct of said agent.

ARTICLE 16

Withdrawal

- 16.1 A Member signing this Agreement may not withdraw as a party to this Agreement and as a Member of the Agency for a one-year period commencing on the date said Member signs the Agreement.
- 16.1.1 After the initial one-year non-cancellable commitment provided pursuant to this Agreement, a Member may withdraw only at the end of the Agency’s Fiscal Year, provided the Member has given the Agency a minimum of 12-month written notice of its intent to withdraw from this Agency.
- 16.2 A Member shall be entitled to withdraw from the Agency where the Member presents to the Board of Directors evidence demonstrating a material breach of contract by the Agency as regards its obligations to the Member. The Member shall be allowed to withdraw from the agency within ninety (90) days of any finding by the Board of Directors that a material breach of contract by the Agency has occurred. The withdrawal of any Member under the conditions identified here shall not however free it from any and all requirements made of any withdrawing Member.
- 16.3 No Member withdrawing from the agency shall be entitled to payment or return of any Assessment, Reassessment, contributions or monies contributed to the Agency or to the distribution of any assets of the Agency.

ARTICLE 17

Termination by Agency

- 17.1 The Agency shall have the right to terminate any Member’s participation in the Agreement upon a motion approved by a vote of 66% or more of the entire Board of Directors. Prior to taking action on such a motion, the Board may, but is not required to, request that the Operating Committee review and make recommendations to the Board on any allegation giving rise to the request to terminate, including but not limited to failure to: comply with a written condition, disregard of risk management recommendations or Member Standards, noncompliance with any provision of this Agreement, and/or the Bylaws of the Agency.
- 17.2 Any Member so terminated from the Agency, shall be given at least one hundred eighty (180) days notice prior to the effective date of the termination. Any Member so terminated shall have a period of up to six (6) months coverage under the terms of this Agreement, or may affect alternate insurance or self-insurance arrangements if it so desires. Upon written receipt of confirmation from the terminating Member that the terminating Member has in force valid insurance or membership in another risk sharing pool, the effective date of the termination may

be adjusted by the Agency. Any Member so terminated shall be treated as if it had voluntarily withdrawn.

- 17.3 Upon termination from this Agreement, a Member shall not be entitled to payment or return of any Assessment, Reassessment, contributions or monies contributed to the Agency or to the distribution of any assets of the Agency.

ARTICLE 18

Effect of Withdrawal or Termination

- 18.1 The withdrawal of any Member from this Agreement shall not terminate the same for purposes of continuing to comply with all conditions and requirements of the Agreement, and survives the withdrawal or termination of any Member.
- 18.2 No Member by withdrawing or terminating from the Agreement shall be entitled to payment or return of any Assessment, Reassessment, consideration of property paid, or donated by the Member to the Agency, or to any distribution of assets.
- 18.3 The withdrawal or termination of any Member shall not cease its responsibility to contribute its share or Assessment, Reassessment, or funds to any fund or Joint Self-Insurance program created by the Agency until all Claims, or other unpaid liabilities, covering the period the Member was Signatory hereto have been finally resolved and a determination of the final amount of payments due by the Member or credits to the Member for the period of its membership has been made by the Board of Directors. In connection with this determination, the Board may exercise similar powers to those provided for in Article 17, *Termination by Agency*, of this Agreement.
- 18.4 The withdrawn or terminated Member shall be responsible for any applicable deductible that would have been applied related to a claim the same as if the Member was still in good standing with the Agency.
- 18.5 Any withdrawn or terminated Member may not be permitted to rejoin the Agency, or allowed to submit an application to rejoin the Agency for a period of three (3) years after the effective date of the Member's withdrawal or termination without Board approval.

ARTICLE 19

Termination and Distribution

- 19.1 This Agreement may be terminated at any time by the written consent of three-fourths (75%) of the Members, provided, however, that this Agreement and Agency shall continue to exist for the purpose of paying all debts and liabilities, disposing of all Claims, distributing net assets, and otherwise liquidating the affairs of the Agency. The Board of Directors is vested with all powers of the Agency during such liquidation, including the power to require Members, including those who were Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of Reassessment deemed necessary by the Board for final disposition of all Claims, losses, and liabilities covered by this Agreement. Such additional Reassessment shall be determined and thereafter adjusted, if necessary.
- 19.2 Upon termination of this Agreement, all assets of the Agency shall be distributed only among the parties that are Members in good standing of the Agency on the date of termination of this Agreement. The assets shall be distributed in accordance with and proportionate to their Assessment, Reassessment and property contributions made during the term of this Agreement. The Board shall determine such distribution within six (6) months after the last pending claim or loss covered by this Agreement has been finally disposed of.
- 19.3 The Board is vested with all powers of the Agency for the purpose of liquidating and dissolving the business affairs of the Agency. These powers shall include the power to require Members,

including those which were Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of assessment deemed necessary by the Board for final disposition of all Claims and losses covered by this Agreement. A Member's share of such additional assessment shall be determined on the same basis as that provided for annual assessments, and shall be treated as if it were the next year's annual assessment for that Member.

ARTICLE 20

Bylaws, Policy, Procedures and Member Standards

The Board may adopt Agency Bylaws, policies, procedures, and Member Standards or other documents that govern the day-to-day operations of the Agency. Each Member shall have access in electronic or written format.

ARTICLE 21

Notices

Notices to Members hereunder shall be sufficient if mailed to the last address, or electronic mail, provided to the Agency by the respective Member. Postal mail will be deemed received three (3) days after mailing.

ARTICLE 22

Amendment

This Agreement may be amended at any time by the written approval of the majority of all Members of the Agency. Amendments to the Agreement shall be adopted by ordinance or resolution of the governing board or council of each Member, signed by an authorized representative of each member, and a copy returned to the Agency

ARTICLE 23

Enforcement

The Agency is hereby granted the authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any City Member which signed this Agreement, the substantially prevailing party in such dispute shall be entitled to its costs and reasonable attorney's fees.

ARTICLE 24

Prohibition Against Assignment

No Member may assign any right, claim, or interest it may have under this Agreement, except to a successor entity following reorganization. No creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, fund, assessment, or asset of the Agency. Should any participating Member reorganize in accordance with the statutes of the State of Washington, the successor in interest, or successors in interest, may be substituted as a Member upon approval by the Board.

ARTICLE 25

Severability

In the event that any article, provision, clause, or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, clauses applications, or occurrences, and this Agreement is expressly declared to be severable.

ARTICLE 26

Agreement Complete

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

ARTICLE 27

Conflicts

In the event of a conflict between this Agreement and the adopted Bylaws, policies, procedures, or the Member Standards, this Agreement shall take precedence."

Article 28

Supersession

This Agreement supersedes and replaces all prior Interlocal Agreements and amendments thereto pertaining to the Agency."

Article 29

Signature in Counterparts

This Agreement may be executed in any number of Counterparts and each of such Counterparts shall for all purposes constitute one Agreement, binding on all Members, notwithstanding that all Members are not Signatories to the same Counterpart. All references herein to this Agreement are deemed to refer to all such Counterparts.

Article 30

Section Headings

The section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the sections they identify and introduce.

**Article 31
Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**Article 32
Time**

Time is of the essence in this Agreement and each and every provision hereof.

**ARTICLE 33
Authorization of Signature**

Each Member signing this Agreement has passed the required Ordinance or Resolution authorizing and approving this Agreement, a copy of which Ordinance or Resolution is attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authorized officials thereof.

Association of Washington Cities (AWC)
Risk Management Service Agency (RMSA)

By 
Deanna Dawson, AWC CEO

(Member Name)

By _____

_____, [Title]
(Printed name)

Date 11/10/2022

Date _____

**BYLAWS OF
THE ASSOCIATION OF WASHINGTON CITIES
RISK MANAGEMENT SERVICE AGENCY
(AWC RMSA)**

Amended June 20, 2024

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PURPOSE AND PREAMBLE

In an effort to provide the cities and towns of Washington State with insurance and risk management services, the Association of Washington Cities Risk Management Service Agency (AWC RMSA) was created with the Association of Washington Cities (AWC), a Washington non-profit corporation organized under 501 (c)(4) as its sponsoring entity. The AWC acts as the Administrative Agent, providing the AWC RMSA with contracted administrative services. Each participating Member joins and maintains membership in the AWC RMSA through the signed Interlocal Agreement.

Except where inconsistent with State Law or the Agency's Interlocal Agreement, these Bylaws provide for the governance and regulation of the AWC RMSA herein referred to as "the Agency".

ARTICLE 1 DEFINITIONS

The following definitions shall govern in these bylaws:

- Section 1. "Administrative Agent" – shall mean the Association of Washington Cities (AWC) which provides the contracted administrative services for the Agency.
- Section 2. "Agency" – shall mean the Association of Washington Cities Risk Management Service Agency (AWC RMSA).
- Section 3. "Annual Meeting" shall mean the business meeting of the entire membership, taking place annually.
- Section 4. "Assessment" – shall mean the moneys paid by the Members to the Agency.
- Section 5. "Board of Directors" or "Board" – shall mean the governing board of the Risk Management Service Agency (RMSA) as duly elected by the Members.
- Section 6. "Chief Executive" – shall mean the mayor, manager, or head official of a Member, who carries the primary authority to make executive level decisions on behalf of the Member.
- Section 7. "Claim" – shall mean demands made against the Agency arising out of occurrences which are within the Agency's Coverage Agreement, as developed by the Board of Directors.
- Section 8. "Coverage Agreement" – shall mean the coverage document established by the Board of Directors and intended to address the general claims operations of the Agency.
- Section 9. "Director" – shall mean one of the seven (7) members of the Board of Directors.
- Section 10. "Member" – shall mean any eligible entity which participates in the Agency, pays the annual Assessment and is signatory to the Agency's Interlocal Agreement.
- Section 11. "Operating Committee" – shall mean the standing advisory committee to the Board of Directors.
- Section 12. "Representative" – shall mean elected members of the Operating Committee or appointed members of a Special Committee.
- Section 13. "Special Committee" – shall mean committees of the Agency created by the Board of Directors.

ARTICLE 2 BOARD OF DIRECTORS

- Section 1. The Agency shall be governed by a seven-member Board of Directors. The statutorily granted

powers of the Agency shall rest with the Board of Directors. The Board of Directors shall have the power to make all Agency governance decisions, including adopting, amending and repealing resolutions, bylaws and coverages.

Section 2. All seven (7) board positions are elected at-large and shall only be open to elected officials from participating Members.

Section 3. Terms

Each Director shall serve a staggered three-year (3) term of office running from January through December.

Section 4. Nominations and Elections

- a. The process to elect Directors to positions with expiring terms shall begin in September of the year preceding the expiration date of the term, with the term of office commencing January 1 and continuing for three (3) years.
- b. Any elected official of any Member may run for a position on the Board of Directors by submitting a completed application to the Agency.
- c. After all candidate applications have been received, ballots shall be provided to each Member pursuant to a secure process approved by the Agency. The ballot shall be completed by the Chief Executive or designee of the Member and shall be securely returned to the Agency, pursuant to the process approved by the Agency.
- d. When the ballots are returned, the results of the election will be reviewed and confirmed by General Counsel. The results shall remain confidential until the ballots are read into the record at a meeting of the Board of Directors in November or December.

Section 5. Vacancies

- a. Vacancies which occur prior to a term expiring shall be filled from candidates whose names are submitted to the Board of Directors, pursuant to section 4 (b). The remaining Directors shall select candidates whose interests and qualifications add to the vision, mission and values of the Agency.
- b. The Agency will notify all Members of the vacancy and interested candidates shall submit a completed application to the Agency for the remaining Directors' consideration.
- c. Following the appointment to the vacancy, the newly appointed Director will immediately fill the vacant Board position and the Director's term will expire with the term of the vacant position.

Section 6. Participation

- a. Each Director shall make every effort to attend and actively participate in all regular and special meetings of the Board of Directors.
- b. A Director shall be automatically terminated if such Director fails to attend three (3) consecutive meetings of the Board without being excused from attendance by the President of the Board of Directors, as noted in the minutes. Proxies shall not be permitted.
- c. A Director shall lose their position on the Board when the Member which the Director represents withdraws or is terminated by the Board of Directors. If the Member withdraws from the Agency, the loss of voting rights shall be effective from the date of the notice of

withdrawal. If the Member is terminated by the Board of Directors, the loss of voting rights shall be effective from the date of the notice from the Agency to the Member of the termination of membership.

Section 7. Officers of the Board of Directors

- a. The Board shall have a President and a Vice President.
- b. The Board shall elect a President and a Vice President at the last meeting of each odd numbered year. The term of office of the President and Vice President shall be two (2) years.
- c. President or Vice President vacancies which occur prior to a term expiring shall be filled at the next meeting by a majority vote of a quorum of the remaining Directors. Following the appointment to the vacancy, the newly appointed Officer will immediately fill the vacant position and their term will expire with the term of the vacant position.

Section 8. Duties of the President and the Vice President

- a. The President of the Board shall preside over and chair all of the regular and special meetings of the Board of Directors. In the absence of the President, the Vice President shall act in the President's place.
- b. The President, and the Vice President while acting in the President's place, shall also retain all voting rights.

Section 9. Special Committees of the Board of Directors

- a. This section shall not apply to the Operating Committee.
- b. The Board of Directors, by resolution adopted by a majority of the Directors in office, may create one or more Special Committees and shall appoint the Representatives thereof.
- c. A Special Committee must have at least five or more Representatives, all who shall serve at the pleasure of the Board of Directors.
- d. At least two Representatives of a Special Committee shall be Directors.
- e. All Special Committees and their Representatives shall be governed by the same requirements regarding meetings, notice and waiver of notice, quorum, and voting requirements as are applicable to the Board of Directors.
- f. The Board of Directors may, by resolution adopted by a majority of the Directors in office, terminate a Special Committee at any time.
- g. Each Special Committee Representative shall be reimbursed by the Agency for all expenses incurred for attending any Special Committee meeting or other Special Committee business in their formal capacity as a Representative of a Special Committee.

ARTICLE 3 CLAIMS SETTLEMENT AUTHORITY

The Board of Directors authorizes the Chief Executive Officer of the Administrative Agent to settle any claims which the Agency has authority to settle with total incurred values of up to \$500,000. The Board of Directors further authorizes the Chief Executive Officer of the Administrative Agent to grant levels of claims settlement authority to other Administrative Agent employees at his/her discretion, provided that these levels do not exceed the Chief Executive Officer's own authority. The Board of Directors will retain settlement authority for claims with total incurred values of \$500,001 and up to the reinsurance limit. Settlement authority shall be granted at meetings that have been noticed to members and posted on the Agency's website per requirements established in the Washington Administrative Code (WAC) Chapter 200-100.

ARTICLE 4 OPERATING COMMITTEE

Section 1. Purpose and Intent

- a. The Administrative Agent shall advise an Operating Committee on certain Agency operations.
- b. The intent of the Operating Committee is to provide recommendations to the Board of Directors relative to operational aspects of the Agency, including but not limited to:
 1. Annual Assessment Rating to be charged to the membership
 2. Insurance purchasing and changes to the Coverage Agreement
 3. Annual Budget and Financial Reports
 4. Claims, Loss Prevention and Membership Services

Section 2. Election and Terms

- a. The Chief Executive of any Member may nominate a non-elected official from that Member as a candidate for the Operating Committee.
- b. Once nominated, a candidate shall submit a completed application expressing their interest and describing their qualifications.
- c. Each Member with a representative present at the Annual Meeting shall elect the Representatives of the Operating Committee, by a majority vote. Each Member present may only be represented by one (1) vote
- d. Each Operating Committee Representative shall serve a two (2) year term of office beginning immediately from the date of election at the Annual Meeting and expiring at the end of the second Annual Meeting following the election. Terms for positions 1, 3, 5, 7, and 9 will expire two (2) years from the date of election at an Annual Meeting occurring in an even-numbered year. Terms for positions 2, 4, 6, and 8 will expire two (2) years from the date of election at an Annual Meeting occurring in an odd-numbered year.

Section 3. Vacancies

- a. Vacancies which occur prior to a term expiring shall be filled from candidates whose names are submitted to the Operating Committee. The remaining Operating Committee Representatives shall select candidates whose interests and qualifications add to the vision, mission and values of the Agency and to the role played by the Operating Committee.
- b. The Agency will notify all Members of the vacancy and the Chief Executive of any Member may nominate a non-elected official from that Member as a candidate for the vacancy on the Operating Committee.

- c. Candidates who have been nominated and with interest in serving on the Operating Committee shall submit a completed application to the Agency for the remaining Representatives' consideration.
- d. Following the appointment to the vacancy, the newly appointed Representative will immediately fill the vacant Operating Committee position and the Representative's term will expire with the term of the vacant position.

Section 4. Participation and Termination

- a. Each Committee Representative shall make every effort to attend and actively participate in all regular and special meetings of the Operating Committee.
- b. Any Operating Committee Representative who is absent from three consecutive Operating Committee meetings, without being excused by the Chair of the Operating Committee may be dismissed from the Operating Committee by a majority vote of the remaining Operating Committee Representatives. Proxies shall not be permitted.
- c. A Representative shall lose their position on the Operating Committee when the Member which the Representative represents withdraws or is terminated by the Board of Directors. If the Member withdraws from the Agency, the loss of voting rights shall be effective from the date of the notice of withdrawal. If the member is terminated by the Board of Directors, the loss of voting rights shall be effective from the date of the notice from the Agency to the Member of the termination of membership.

Section 5. Officers of the Operating Committee

- a. The Operating Committee shall elect two Officers, a Chair and a Vice Chair, to conduct the affairs of the Operating Committee. The Officers of the Operating Committee shall be elected at the first regular meeting of every even-numbered year. The term of office for the Chair and Vice Chair shall be two (2) years.
- b. Chair or Vice Chair vacancies which occur prior to a term expiring shall be filled at the next meeting by a majority vote of a quorum of the remaining Committee members. Following the appointment to the vacancy, the newly appointed Officer will immediately fill the vacant position and their term will expire with the term of the vacant position.

Section 6. Ex-Officio Representatives to the Board of Directors

- a. The Chair or designee of the Operating Committee shall serve as an ex-officio member on the Board of Directors, serving as a liaison between the Operating Committee and the Board of Directors. This representative shall have no voting rights during meetings of the Board of Directors.
- b. The Ex-Officio's term on the Board of Directors shall coincide with their term on the Operating Committee.

**ARTICLE 5
MEETINGS OF THE AGENCY**

Section 1. Regular Meetings and Notice

- a. The Board of Directors, Operating Committee and Special Committees shall establish the times and dates for their regular meetings.

- b. Written notice of each regular meeting shall be given to each Director of the Board of Directors and to each Representative of the Operating Committee and Special Committees of the Board. Notice will also be given to the Washington State Risk Manager's Office, and all other Members in the manner provided by the Revised Code of the State of Washington, Section 42.30, known as the Open Public Meetings Act (OPMA). Such notice shall specify:
 - 1. The place and time of such meeting
 - 2. Those matters which are intended to be presented for action by the Board or Committee.
 - 3. Such other matters, if any, as may be expressly required by statute or by the Agency's Bylaws or Interlocal Agreement.
- c. All notices of meetings, and the preliminary agenda for those meetings, shall be posted on the Agency's website per requirements established in the Washington Administrative Code (WAC) Chapter 200-100.

Section 2. Special Meetings

Special meetings of the Board, Operating Committee, or Special Committee for the purpose of taking any action permitted by the statute and the Agency's Interlocal may be called at any time by the Board President, Operating or Special Committee Chair or by not less than ten Members. Upon request in writing that a special meeting of the Board, Operating or Special Committee be called for any proper purpose and directed to the Board President, Vice President, Committee Chair or Vice Chair by any person or persons entitled to call a special meeting of the Board, Operating Committee, or Special Committee, the officer receiving such request shall cause notice to be given to the Members that a meeting will be held at a time requested by the person or persons calling the meeting, not less than 24 hours nor more than 60 days after receipt of the request. Notice of any special meeting of the Board, Operating Committee, or Special Committee shall be given in compliance with the Open Public Meetings Act.

Section 3. Quorum

To constitute a valid regular or special meeting, the presence by a simple majority of the Board Directors, Operating Committee or Special Committee Representatives is required.

Directors or Committee Representatives may participate in regular or special meetings by means of a conference by telephone or any similar communications equipment, one which enables all persons participating in the meeting to hear each other during the meeting, as well as that of the public, for meetings which are open to the public. Participation by such means shall constitute presence in person at a meeting and for meeting quorum purposes.

Section 4. Minutes

Any action by the Board, Operating Committee, or Special Committee shall be reported in the minutes of the next formal meeting of the Board, Operating Committee or Special Committee. All minutes shall be posted on the Agency's website.

Section 5. Rules of Operation

All meetings of the Board, Operating Committee or Special Committee shall be conducted with guidance from Roberts Rules of Order, except where such is in conflict with the Open Public Meetings Act, the governing Washington Administrative Code (WAC) Chapter 200-100, the Agency's Interlocal Agreement, or these Bylaws, whereupon the latter shall rule over the Roberts Rules of Order.

ARTICLE 6 INSPECTION OF THE AGENCY RECORDS

The accounting books and records, the list of Members, the Board Directors, and Representatives of the Operating and Special Committees shall be open to the inspection of any Member at any reasonable time. Such inspection by a Member may be made in person or by agent or attorney. The right of inspection includes the right to copy and make extracts at the expense of the party requesting such copies.

ARTICLE 7 AMENDMENTS

These Bylaws may be amended or repealed by the affirmative vote of a majority of the entire Board of Directors, except as otherwise provided by the Agency's Interlocal Agreement.

Nothing within these Bylaws shall be considered a waiver of the agreements and rights afforded in the Agency's Interlocal Agreement. Should any inconsistencies between these Bylaws and the Agency's Interlocal Agreement exist, the Agency's Interlocal Agreement shall prevail.

ARTICLE 8 MEMBERSHIP

Section 1. Annual Meeting of the Membership.

a. Time of Meeting

The regular Annual Meeting of the Members shall be held at such time and at such location as may be determined by the Board of Directors.

b. Notice

Written notice of the time and location of the Annual Meeting shall be given to all Members in the manner provided by RCW 42.30 and no more than 60 days and not less than 30 days before the date chosen by the Board of Directors. Such notice shall specify:

1. The time and place of the Annual Meeting;
2. Those matters intended to be presented for action by the Members; and
3. Such other matters, if any, as may be expressly required by statute or by the Agency Interlocal Agreement.

Section 2. New Member Entities

a. The Board of Directors will consider the addition of new Members based on the information and recommendations provided by the Administrative Agent, and may consider input from the Operating Committee. Following an approval vote by the Board of Directors, a new Member shall become an active participating Member and the effective date shall commence on the date identified by the Board of Directors, provided the new Member has completed the following:

1. Adoption of a resolution by the Member's governing body, approving both the membership and the Agency Interlocal Agreement
2. Signing of the Agency Interlocal Agreement;
3. Payment of the assessment as quoted.

b. It shall not be necessary for existing Members to re-sign or ratify the Agency Interlocal Agreement in order to allow the joining to the Agency Interlocal Agreement of new

Members. Once any Member has signed the Agency Interlocal Agreement, it shall represent that Member's agreement to be bound, in the future, to all terms of the Agency Interlocal Agreement, with any new Member whose membership has been approved by the Board of Directors and who has completed the requirements of membership. Thereafter, the new Member shall be considered a party to the Agency Interlocal Agreement to the same extent as all original Members and for all purposes.

Section 3. Withdrawal of Membership

Members wishing to withdraw from the Agency must comply with all of the requirements specified in the Agency's Interlocal Agreement. Upon receipt of a Member's notice of withdrawal, written confirmation shall be sent to the withdrawing Member, confirming withdrawal from the Agency. The Board may, at any time prior to the effective date of withdrawal, choose to accept a withdrawn Member's rescission of their notice of withdrawal, allowing the Member to remain a Member of the Agency.

**ARTICLE 9
COVERAGE DETERMINATION AND APPEAL**

Section 1. Coverage Determination and Appeal

It shall be the duty and responsibility of the Administrative Agent, acting on behalf of the Agency, to make all initial determinations regarding rights to coverage and protections provided in the Coverage Agreement. Such determinations shall be made according to the procedures set forth in this article, and subject to the right of appeal set forth in this article.

- a. Upon receipt of notice of a Summons and Complaint against a Member or person claiming coverage or protection rights under the Coverage Agreement, the Administrative Agent shall, within a reasonable time after receipt of said notice, make a determination of any issue of coverage or right to protection afforded a Member or person.
- b. Upon making a determination of coverage or right to protection under the Coverage Agreement, the Administrative Agent shall notify the affected Member and/or person claiming coverage or protection of his or her determination in writing.
- c. The written determination of coverage to be prepared by the Administrative Agent shall advise the affected Member and/or person of one or more of the following:
 1. Whether the Agency will provide the affected Member and/or person legal counsel for defense of the Summons and Complaint.
 2. Whether the Agency is reserving any rights to make subsequent determinations regarding coverages or protections to be afforded the affected Member and/or person.
 3. Whether the Agency is denying rights to coverage or protection to the affected Member and/or person under the Coverage Agreement for the claims made in the Summons and Complaint under review. In the event that coverage for a claim or suit under the Coverage Agreement is denied to an Agency Member, the Administrative Agent shall inform the Member in writing of the appeal process of these Bylaws.
- d. In the event that the Administrative Agent determines that the Agency should reserve its rights to make subsequent determinations regarding coverages or protections to the Member and/or person, or; determine that coverages or protections should be denied to a Member and/or person, the written notice of such a determination shall also state the reasons for any such reservation of rights or denial of rights to coverage or protections.
- e. In the event that a final determination of a Member's or person's rights to coverages or

protections under the Coverage Agreement cannot be made by the Administrative Agent until after the facts of the Summons and Complaint are determined in a trial in a court of law or other legal forum, it shall be the duty and responsibility of the Administrative Agent to make a determination of any undetermined issue of coverage or protection within a reasonable time following the final judgment of the court or other legal forum responsible for determining the facts of the Summons and Complaint. Such a determination shall be made in writing to the affected Member and/or person and shall contain such necessary information as provided for in this Article.

- f. All written determinations by the Administrative Agent regarding coverages or protections afforded to a Member and/or person named as a defendant in a Summons and Complaint shall be deemed final and binding unless an aggrieved Member and/or aggrieved person files a timely Notice of Appeal of the decision to the Board of Directors in the manner specified in this Article.
- g. The Administrative Agent shall not be obligated to make any determinations of coverages or protections to be afforded by the Agency to a Member and/or person until a Summons and Complaint has been served upon the affected Member and/or person and until the Administrative Agent has had notice thereof. However, the Administrative Agent may, at their discretion, issue tentative written determinations of coverage or protection before a Summons and Complaint has been filed and/or served upon the Member, when it would appear to be in the best interest of the Agency to make such a tentative and advisory determination.

In the event the Administrative Agent decides to make a tentative determination of coverage or protection, and following receipt by the Administrative Agent of a Summons and Complaint, he or she shall remain obligated to provide a subsequent final written determination of coverage or protection issues, as provided in Sections 1 (a), (b), (c), (d), (e), and (f) of this Article.

Section 2. Appeal

Any written determination made by the Administrative Agent pursuant to Section 1. (c) and (d) of this Article denying coverages or protections of the Coverage Agreement to a Member and/or affected person shall be final, as provided in Section (f) of this Article, unless the procedures for Appeal, provided hereafter, are followed by the Member and/or person affected by the denial of coverage or protection. The following procedures for Appeal shall apply in all cases.

- a. Any Member or person aggrieved by the Administrative Agent's written determination to deny coverages or protections under the Coverage Agreement may appeal the decision of the Administrative Agent to the Board of Directors. The Appeal must be initiated by the aggrieved Member or person within thirty (30) days following receipt by the aggrieved Member or person, of the Administrative Agent's written determination denying coverage or protection. If an Appeal is not initiated within thirty (30) days, as provided herein, the Member or person shall be deemed to have waived any further right to appeal the decision of the Administrative Agent.
- b. An Appeal is deemed initiated for purposes of this Article when the aggrieved Member or person, or their legal representatives, serves a written Notice of Appeal upon the Administrative Agent or upon the President of the Board of Directors. The written Notice of Appeal shall include the following information:
 - 1. The name of the aggrieved Member or person initiating the Appeal.
 - 2. A brief statement of facts identifying what determination of the Administrative Agent is being appealed and the reasons why the party appealing feels the decision of the Administrative Agent was incorrect. (A copy of the Administrative Agent's written

determination may be attached by reference to the Notice of Appeal.)

3. The signature of the person or authorized representative of the member initiating the Appeal or the signature of the appealing party's legal representative.
- c. Within thirty (30) days after an Appeal has been initiated, a meeting of the Board of Directors shall be convened by the President of the Board of Directors to hear the Appeal. Notice of the date set for hearing of the Appeal by the Board of Directors shall be sent to the appealing party not later than fifteen (15) days prior to the date set for the hearing. The President of the Board of Directors shall have the authority to set hearing dates for the Appeal and to grant a continuance of the hearing date where good cause for continuance is shown.
- d. The hearing by the Board of Directors may occur when a quorum of the Board of Directors, pursuant to these Bylaws, is present. Voting by the Board of Directors and the procedures for the meeting of the Board of Directors on the Appeal hearing shall be pursuant to these Bylaws. If a Director is an elected official off the Member initiating an Appeal, then the Director shall abstain from participation and from voting on any aspect of the appeal.
- e. The hearing of the Board of Directors on the Appeal shall proceed as follows:
 1. The President of the Board of Directors shall administer the hearing and make all necessary procedural rulings during the hearing.
 2. The appealing party or his or her legal representatives, if any, shall proceed first, explaining the reasons why the party is aggrieved by the decision of the Administrative Agent. The appealing party shall present to the Board of Directors all relevant evidence, testimony, argument and legal authority to support his or her appeal to the Board of Directors. Thereafter, the Administrative Agent and/or the counsel to the Agency may present all relevant evidence, testimony, argument and legal authority in opposition to the appealing party's position. The Board of Directors shall allow one opportunity for rebuttal evidence and argument to each side thereafter.
 3. Following the presentation of evidence, testimony, argument, and legal authority, the Board of Directors may retire into executive session to discuss its consideration of the Appeal. Thereafter, the Board of Directors shall reconvene in public session to consider and vote on any motion made to determine the appeal. The Board of Directors may vote to uphold the decision of the Administrative Agent or to modify or reverse the decision of the Administrative Agent. The decision of the Board shall be reduced to writing and signed by the President of the Board of Directors and a copy thereof sent to the appealing party within fourteen (14) days following the final decision of the Board of Directors.
 4. The President of the Board of Directors may adjourn and reconvene any hearing on an appeal as may be necessary to preserve a fair hearing.
- f. A final decision of the Board of Directors determining an Appeal and not granting the appealing party the full relief sought shall not preclude the appealing party from seeking further, de novo, review of the Administrative Agent's determination and/or the Board of Directors determination in any other legal forum or court. However, no member or person claiming coverage or protection under the Coverage Agreement may maintain any lawsuit or complaint against the Agency alleging any improper or incorrect denial of coverage or protections afforded to the member or person under the Coverage Agreement unless the member or person has first complied with all of the requirements of these Bylaws. Exhaustion of the Appeal process shall be a condition precedent to any subsequent legal action or suit by an aggrieved member or person.

ARTICLE 10
CONFLICT OF INTEREST AND APPEARANCE OF FAIRNESS

All Directors and Committee Representatives recognize that the Agency is a public body subject to state law regarding conflict of interest provisions and the guidelines of the appearance of fairness doctrine. Should situations arise where conflicts of interest or appearance of fairness issues are in question; the affected Director or Representative shall observe the advice of the Agency's legal counsel in a manner consistent with said provisions and guidelines. If an affected Director or Representative disagrees with the advice of the Agency's legal counsel, the Board of Directors may vote by majority to excuse a Director or Representative from a portion, or all of any executive session where a matter of potential legal conflict between the Agency and the Director, Representative, Member or person will be discussed.

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel
City Administrator

Date: October 20, 2025

Subject: Resolution 59-2025 Accept Planning Grant

The attached Resolution No. 59-2025, Accepting a GMA Periodic Update Grant-FY2026, is forwarded for your consideration.

The Department of Commerce is offering a grant to offset costs associated with the updating of our comprehensive plan and development regulations. This is the first of two grants that will total \$20,000 for reimbursement of costs anticipated by the City Contract Planner.

This \$10,000 grant is for deliverables to be completed by June 30, 2026. The grant requires electronic signature.

I support this Resolution and Urge its Adoption.

RESOLUTION NO. 59-2025

**A RESOLUTION OF THE OMAK CITY COUNCIL ACCEPTING GMA PERIODIC
UPDATE GRANT – FY2026**

WHEREAS, the City has been offered a grant, through the Department of Commerce, to assist with the cost of revising and updating the city’s comprehensive plan and development regulations; and

WHEREAS, grant funding will be used for the offset of contract planning costs incurred for compliance with RCW Chapter 36.70A.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Omak, that the grant offer from the Department of Commerce for GMA Periodic Updates Grant - FY2026, attached here to as exhibit “A”, is accepted. The Mayor is authorized to execute all necessary actions to secure and administer the grant funding.

PASSED AND APPROVED this _____ day of _____, 2025.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Cindy Hicks, Deputy Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney



Interagency Agreement with

City of Omak

through

Growth Management Services

**Contract Number:
26-63114-062**

For

GMA Periodic Update Grant – FY2026

Dated: Date of Execution



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Face Sheet

Contract Number: 26-63114-062

**Local Government Division
Growth Management Services
GMA Periodic Update Grant (PUG)**

1. Contractor City of Omak P.O. Box 72 Omak, WA 98841		2. Contractor Financial Representative Connie Thomas City Clerk clerk@omakcity.com	
3. Contractor Representative Todd McDaniel City Administrator admin@omakcity.com		4. COMMERCE Representative Jo Anne Wright PO Box 42525 Senior Planner 1011 Plum St. SE joanne.wright@commerce.wa.gov Olympia, WA 98504	
5. Contract Amount \$10,000	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐		7. Start Date Date of Execution
8. End Date June 30, 2026			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A		11. SWV # SWV0007412-00	
12. UBI # N/A		13. UEI # N/A	
14. Contract Purpose Grant funding to assist the City of Omak with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5). 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.			
FOR CONTRACTOR Cindy Gagne, Mayor City of Omak Date		FOR COMMERCE Mark K. Barkley, Assistant Director Local Government Division 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. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- A. Any publication materials that include logos from other funding partners;
- B. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- C. Any equipment purchased with CCA funding through a generally visible decal.

3. 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.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed **ten thousand dollars (\$10,000)**, 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.

5. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services and deliverables 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 parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, deliverables or a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 26-63114-062. If



expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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.

Contract funds must be used only for work covered by this Agreement. All back-up documents including but not limited to, consultant or subcontractor invoices, receipts, expense reports, staff time and expenses related to contract work, must be maintained by the Contractor. COMMERCE may request additional documents, but it is not required to be submitted with initial submittal of the invoice and completed deliverables. Back-up documentation should be retained during the life of the contract, as well as anytime past that to be compliant with Contractor's records retention policies.

Invoices and End of Fiscal Year

Final invoices for a state fiscal year may be due sooner than the 30th 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.

Grant Timeline

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2025, for services and COMMERCE will reimburse the Contractor beginning July 1, 2025, for costs paid performing work as described under this Agreement.

Allowable expenses for the performance of work and submission of completed deliverables to COMMERCE are eligible for reimbursement under this Contract from July 1, 2025, cost date listed above, through June 30, 2026, end date listed on the Face Sheet, subject to reimbursement requirements stated herein. Commerce shall not reimburse Contractor expenses for activities outside this period.

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 deliverable (or completion of the project, final report, etc.).

Line Item Modification of Budget

- A. Notwithstanding any other provision of this Contract, the Contractor may, at its discretion, make one-time modification or modifications to line items in the Budget (Attachment B), reallocating no more than twenty percent (20%) of the overall contract budget.



- B. The Contractor shall notify COMMERCE in writing (by email) when proposing any budget modification to the Budget (Attachment B). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this Contract that would cause reallocation of line items amounts to exceed the twenty percent (20%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email), and such written approval shall amend the Budget. Each party to this Contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available as set forth in Section 4 of this Contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this Contract

6. 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.

7. 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.

8. 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.

9. 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
- Add any other attachments incorporated by reference from the Face Sheet



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

Tasks & Deliverables	Description	End Date
Task 1	Complete critical areas analysis	
Deliverable 1	D1: Critical Areas Checklist	June 12, 2026
Task 2	SEPA analysis	
Deliverable 2	D2: SEPA Checklist and Determination	June 12, 2026
Task 3	Development Regulations analysis	
Deliverable 3	D3: Periodic Update Checklist for Partially-Planning	June 12, 2026



Attachment B: Budget

Deliverable	SFY26 Amount
D1: Critical Areas Checklist	\$4,000
D2: SEPA Checklist and Determination	\$3,500
D3: Periodic Update Checklist for Partially-Planning	\$2,500
Contract Total (State Fiscal Year 2026 only)	\$10,000

Internal routing form. Will be deleted after contract fully signed.

Commerce GMS programs - Contract review and routing form		
Reviewer	Name	Initials and Date
Budget Analyst	Corina Campbell	^{DS}  10/8/2025 9:12 AM PDT
GMS Managing Director	Dave Andersen	^{DS}  10/13/2025 9:16 AM PDT
Deputy Assistant Director – LGD	Tony Hanson	

Certificate Of Completion

Envelope Id: 06A714A7-39F4-45C1-8575-4FFB12766252

Status: Sent

Subject: Complete with Docusign: Omak PUG contract

Division:

Local Government

Program: PUG

ContractNumber: 26-63114-062

DocumentType: Contract

Source Envelope:

Document Pages: 15

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 2

Ashley Murphy

AutoNav: Enabled

1011 Plum Street SE

EnvelopId Stamping: Enabled

MS 42525

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Olympia, WA 98504-2525

ashley.murphy@commerce.wa.gov

IP Address: 198.238.6.165

Record Tracking

Status: Original

Holder: Ashley Murphy

Location: DocuSign

10/7/2025 1:25:18 PM

ashley.murphy@commerce.wa.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Commerce

Location: Docusign

Signer Events

Signature

Timestamp

Corina Campbell

corina.campbell@commerce.wa.gov

Security Level: Email, Account Authentication
(None)

Sent: 10/7/2025 1:28:14 PM

Viewed: 10/8/2025 9:12:06 AM

Signed: 10/8/2025 9:12:12 AM

Signature Adoption: Pre-selected Style

Using IP Address: 198.238.8.188

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Dave Andersen

dave.andersen@commerce.wa.gov

Security Level: Email, Account Authentication
(None)

Sent: 10/8/2025 9:12:13 AM

Viewed: 10/13/2025 9:16:17 AM

Signed: 10/13/2025 9:16:21 AM

Signature Adoption: Pre-selected Style

Using IP Address: 198.239.106.197

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Cindy Gagne

mayor@omakcity.com

Mayor

Security Level: Email, Account Authentication
(None)

Sent: 10/13/2025 9:16:23 AM

Electronic Record and Signature Disclosure:

Accepted: 9/15/2025 6:00:27 PM

ID: 8d2eae13-e292-47f2-9e47-ec4d5647eafa

Tony Hanson

tony.hanson@commerce.wa.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signer Events	Signature	Timestamp
Mark Barkley mark.barkley@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
Carbon Copy Events	Status	Timestamp
Todd McDaniel admin@omakcity.com City Administrator Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/31/2024 11:24:39 AM ID: f8e43289-77b4-4104-9325-47abbbe15956	COPIED	Sent: 10/13/2025 9:16:23 AM Viewed: 10/13/2025 10:40:32 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/7/2025 1:28:14 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..

Required hardware and software

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>.

Acknowledging your access and consent to receive and sign documents electronically

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.