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**AGENDA**  
**OMAK CITY COUNCIL MEETING**  
**Monday – January 7, 2019 – 7:00 PM**

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**ORIGINAL**

**A. CALL TO ORDER**

**B. FLAG SALUTE**

**C. CITIZEN COMMENTS**

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

**E. CONSENT AGENDA:**

1. Approval of minutes from December 17, 2018
2. Approval of Claims

**F. NEW BUSINESS:**

1. Res. 01-2019 – Approve Annual Maintenance and IT with Vision Municipal Solutions 
2. Res. 02-2019 – Approve TIB Grant Agreement-WA State TIB-Eng Road project 
3. Res. 03-2019 – Approve Grant Agreement-WA State TIB-Seal Coat Project No. 2-E-987(004)-1 
4. Res. 04-2019 – Omak Airport Land Lease Agreement with CCT/BIA Fire Management 
5. Res. 05-2019 – Financial Software Purchase from Visions Municipal Solutions, LLC 
6. Res. 06-2019 – Approve Interlocal with WA State Patrol for Fire Service Mobilization 

**OTHER BUSINESS:**

1. Council Committee Reports
2. Staff Reports


 **Action by City Council**



INTEROFFICE MEMORANDUM

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**TO:** MAYOR GAGNÉ  
OMAK CITY COUNCIL

**FROM:** CONNIE THOMAS, CITY CLERK 

**SUBJECT:** RES. 01-2019-APPROVING COMPUTER MAINTENANCE AGREEMENT WITH VISION

**DATE:** JANUARY 7, 2019

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The attached Resolution 01-2019, A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING ANNUAL MAINTENANCE AND IT SERVICE AGREEMENTS WITH VISION MUNICIPAL SOLUTIONS, LLC, is forwarded to you for your review and consideration.

The City has been using Vision IT maintenance and support since 2016. They have provided City Hall, Public Works and the Police Department with remote monitoring, virus protection and security. We would like to continue this partnership in 2019 as they provide a vital service in keeping our systems operational.

The attached Resolution will provide the Council's approval for those contract agreements for IT services for 2019. The funds for these contracts are included in the 2019 budget.

I support and approve this resolution and respectfully request adoption.

**RESOLUTION NO. 01-2019**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING ANNUAL MAINTENANCE AND IT SERVICE AGREEMENTS WITH VISION MUNICIPAL SOLUTIONS, LLC**

**WHEREAS**, the City recognizes the need for continued maintenance and support for its Information and Technology (IT) systems; and

**WHEREAS**, Resolution 48-2015 provided for an agreement with Vision Municipal Solution, LLC for these service; and

**WHEREAS**, the City wishes to continue the services provided from Vision Municipal Solutions, LLC for 2019; and

**WHEREAS**, Vision Municipal Solution LLC has provided agreements that adequately identifies the services that will be provided and their corresponding costs.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON**, to approve the Agreements for these services as noted on the attached "Exhibit A" for City Hall offices and the Public Works Department, and "Exhibit B" for the Police Department; and that the Mayor is authorized to execute all documents necessary to effect this action.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



# Vision

*Municipal Software Solutions*

**2019 vCare Bronze**

Prepared for

**City of Omak**

By Vision Municipal Solutions, LLC.

1/1/2019



## Vision's Managed Services Overview:

### Why Managed Services?

In today's world, all entities, large and small, depend on information technology. To reduce the challenges presented by your business we tailor our Vision IT Managed Services to reduce your IT expenses, downtime while maintaining a high level of security on the systems we manage.

### What is IT Managed Services?

Before Managed Services, most entities followed the old-school model of break-fix. If a workstation, server or other critical device failed, you were left with an outage and hoping that the IT provider could quickly rectify the issue. This model is very reactive and costly. With Vision's focus on Managed Services, we use our tools to proactively reduce potential issues before they become outages. Most of the time, without even disrupting your employees.

### What is Break-Fix?

Break-fix service agreements fix issues as they arrive. Something must go wrong before you receive service, resulting in slow response times and ultimately the outage timer is already running. Most entities can't afford to depend on break-fix as the total cost of the outage is well more than IT equipment that failed. Employees are your most expensive cost, having them not able to perform their duties due to an IT outage is just not cost effective.

### Peace of Mind:

Vision provides peace of mind through our managed services and our dedicated technicians.

- 24/7/365 - Monitoring of your IT systems
- Enterprise technologies for every size of business at a fraction of cost
- Outages, backups, patches, drivers and printer issues are all addressed from our world class technicians
- We provide Afterhours support for entities that need that level of support after 5pm

### Save time:

- Eliminating issues before they become an outage
- Increased efficiency
- Leaving you time to focus on your business or duties, not on your IT

### Convenient:

- No more surprise bills
- One contract for all your IT needs
- Local & Remote support for fast response times

### Save Money:

- Control your costs
- Consistent annual/monthly fee
- Increased productivity
- Reduced downtime
- Reduced operating costs

### Thank you,



Brandon Votaw • Director of IT Services

p. 509.491.3960 w. visionms.net  
m. PO Box 28429 Spokane, WA 99228



P.O. Box 28429  
 Spokane, WA 99228  
 USA

## Purchase Agreement

PA #:	VMSQ2143
Date:	Jan 1, 2019
Expires:	Jan 31, 2019

**Prepared For:**

**City of Omak**

Connie Thomas  
 2 N Ash St.  
 Omak, WA 98841  
 United States

Phone (509) 826-1170

**Notes:**

Attached is your annual maintenance for CH, PW and FD.





**Sales Representative:**

**Brandon Votaw**






320 N. Johnson St.  
 Suite 100  
 Kennewick, WA 99336  
 United States of America  
 bvotaw@visionms.net

Phone 509-491-3960



Qty	Description	Unit Price	Ext. Price
<b>IT Service &amp; Support:</b>			
3	vCare Bronze for Servers  <ul style="list-style-type: none"> <li>- Proactive Monitoring</li> <li>- Managed Antivirus</li> <li>- Monthly Patch Management</li> <li>- Asset tracking and PC inventory</li> <li>- IT remote support connectivity</li> <li>- Web Protection</li> </ul>	\$201.50	\$604.50
1	Vision Server Warranty  <ul style="list-style-type: none"> <li>- All Parts &amp; Labor</li> <li>- Shipping &amp; Handling</li> <li>- Travel</li> </ul>	\$1,200.00	\$1,200.00
26	vCare Bronze for Workstations  <ul style="list-style-type: none"> <li>- Proactive Monitoring</li> <li>- Managed Antivirus</li> <li>- Monthly Patch Management</li> <li>- Asset tracking and PC inventory</li> <li>- IT remote support connectivity</li> <li>- Web Protection</li> </ul>	\$60.00	\$1,560.00
1	Professional Services  <ul style="list-style-type: none"> <li>- Phone, Remote &amp; Onsite Support</li> <li>- 15 Support Hours</li> <li>- Covers All Departments</li> </ul>	\$1,350.00	\$1,350.00



Qty	Description	Unit Price	Ext. Price
<b>Email &amp; Productivity Subscriptions:</b>			
26	Vision Email Plan 1	\$78.00	\$2,028.00
	 <ul style="list-style-type: none"> <li>- 50 GB mailbox</li> <li>- 10 yr email archiving</li> <li>- One location to search public records</li> <li>- 99.9% uptime</li> <li>- Microsoft Outlook 2010/2013/2016 compatible</li> <li>- Shared calendars, contacts and tasks</li> <li>- Mobile email access from iPhone, iPad, Android, Windows and BlackBerry</li> <li>- Outlook Web App for browser access</li> <li>- Spam &amp; Virus Protection</li> </ul>		
4	Microsoft Office Pro Plus Suite	\$144.00	\$576.00
	 <ul style="list-style-type: none"> <li>- Includes Microsoft Word, Excel, PowerPoint, OneNote, Outlook, Publisher &amp; Access</li> <li>- Enjoy a fully installed Office experience across PCs, Macs, Windows tablets, iPad® and Android tablets, and most mobile devices.</li> <li>- Each user can install Office on 5 PCs or Macs, 5 tablets (Windows, iPad, and Android), and 5 phones.</li> <li>- Office Online: Create and edit Word, OneNote, PowerPoint, and Excel documents from a browser.</li> <li>- 1 TB OneDrive Online File Storage</li> </ul>		
<b>Network &amp; Security Subscriptions:</b>			
1	SonicWall TZ300 CGSS (1 year)	\$360.00	\$360.00
	 <ul style="list-style-type: none"> <li>- Gateway Anti-Virus, Anti-Spyware and Intrusion Prevention, Application Intelligence and Control Service</li> <li>- Content Filtering Service (CFS)</li> <li>- Software &amp; Firmware Updates</li> <li>- Advanced Replacement in event of failure</li> <li>- 24x7 Support</li> </ul>		
1	SonicWall TZ SOHO CGSS (1 year)	\$311.25	\$311.25
	 <ul style="list-style-type: none"> <li>- Gateway Anti-Virus, Anti-Spyware and Intrusion Prevention, Application Intelligence and Control Service</li> <li>- Content Filtering Service (CFS)</li> <li>- Software &amp; Firmware Updates</li> <li>- Advanced Replacement in event of failure</li> <li>- 24x7 Support</li> </ul>		
<b>Optional Services:</b>			
2	Vision Online Backups for Multiple Servers (Optional)		(Not included in Quote)
	 <ul style="list-style-type: none"> <li>- No hidden or setup fee's</li> <li>- Complete Server Backup</li> <li>- Monthly Archiving</li> <li>- Multiple Server Discount</li> <li>- Monitored Daily Backup</li> <li>- Encrypted backups at rest and in transit</li> <li>- Replicate Cloud Backups to a connected USB Backup Drive for a local repository*</li> </ul>		

Qty	Description	Unit Price	Ext. Price
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\* additional cost may be incurred for a USB Backup Drive

**This option can be added for: \$1134.00**

1 Vision Remote Access (Optional)

**(Not included in Quote)**



- Secure Remote Access to Office Computer
- One Click Access
- Increased Productivity
- Remote Printing

**This option can be added for: \$40.00**

Deposit Required:	\$0.00	SUBTOTAL	\$7,989.75
Monthly Recurring:	\$0.00	SALES TAX	\$655.16
Annual Recurring:	\$8,644.91	S/H	\$0.00
		<b>TOTAL</b>	<b>\$8,644.91</b>

#### Terms & Agreement

Should additional work be needed, this will be billed at our current hourly rates plus parts (\$95 or \$125.00/hr.). Terms are NET 30 days. Pricing is valid for up to 30 days or dependent upon equipment availability from suppliers.

This Purchase Agreement dated below when signed, confirms the sale herein specified, the equipment and features listed above.

#### Acceptance of Agreement

**Vision Municipal Solutions, LLC.**

#### Acceptance of Agreement

**City of Omak**

*Brandon Votaw*

Accepted By (Signature)

Brandon Votaw

Printed Name

Director of Information Technology

Title

January 1, 2019

Date

Accepted By (Signature)

Printed Name

Title

Date



### About This Report

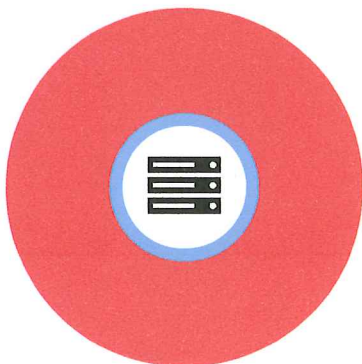
This is an overview of known server and workstation assets for City of Omak. A detailed breakdown starts on page 2. Please contact us with any questions and we would be pleased to discuss this report in further detail.



- **15 In Warranty**  
Currently under warranty
- **13 Expired**  
Already expired

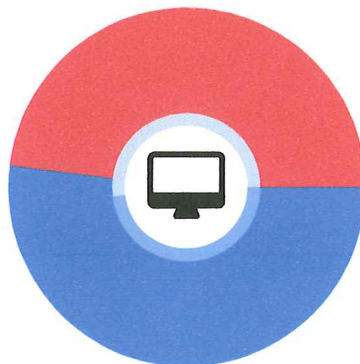
- Operating System:
- **15 Supported**  
Within support period
  - **13 Ending Soon**  
Update recommended

**1**  
Servers



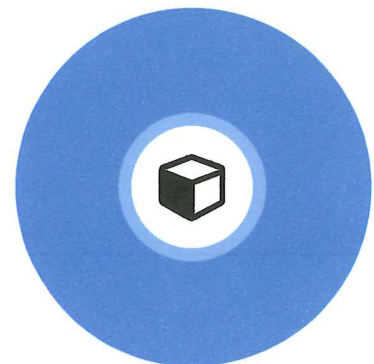
- **1 Expired**
- Operating System:
- **1 Supported**

**25**  
Workstations



- **13 In Warranty**
  - **12 Expired**
- Operating System:
- **12 Supported**
  - **13 Ending Soon**

**2**  
Virtual Machines





- **2 In Warranty**
- Operating System:
- **2 Supported**

Servers	User	Make	Serial	Model	OS	Purchased	Expires	
Finance\O-HYPERV01	Windows User	Equus	EQIL1553568	Computer Systems Nobilis	Server 2012 R2	07/24/2015	07/23/2018	■

Workstations	User	Make	Serial	Model	OS	Purchased	Expires	
Public Works\O-PUBWOR	Windows Use	Equus	EQIL1644096	Computer Systems Nobilis	Windows 10	02/15/2018	02/14/2021	■
Finance\CLERK-PC	Conniet	Equus	EQIL1644093	Computer Systems Nobilis	Windows 10	02/14/2018	02/13/2021	■
Finance\DEPCLERK-PC	Ascott	Equus	EQIL1644094	Computer Systems Nobilis	Windows 10	02/14/2018	02/13/2021	■
Finance\UTILITYBILL-PC	Joleen	Equus	EQIL1644095	Computer Systems Nobilis	Windows 10	02/14/2018	02/13/2021	■
Public Works\PW03-PC	water	Equus	EQIL1626768	Computer Systems Nobilis	Windows 10	07/27/2017	07/26/2020	■
Public Works\PW02-PC	PW2	Equus	EQIL1607885	Computer Systems Nobilis	Windows 10	01/10/2017	01/09/2020	■
Public Works\PW01-PC	PW1	Equus	EQIL1607884	Computer Systems Nobilis	Windows 10	01/10/2017	01/09/2020	■
Finance\BUILDING-PC	pdalton	Equus	EQIL1607886	Computer Systems Nobilis	Windows 10	01/10/2017	01/09/2020	■
Finance\UTILITY-PC	florar	Equus	EQIL1607887	Computer Systems Nobilis	Windows 10	01/10/2017	01/09/2020	■
Public Works\SCADA-PC	SCADA	Equus	EQIL1600438	Computer Systems Nobilis	Windows 7	10/19/2016	10/18/2019	■
Finance\MAYOR-PC	mayor	Equus	EQIL1584642	Computer Systems Nobilis	Windows 10	05/06/2016	05/05/2019	■
Public Works\PWDIRECTO	kmears	Equus	EQIL1584643	Computer Systems Nobilis	Windows 10	05/06/2016	05/05/2019	■
Finance\ADMINWA-MA4R	Denise	Lenovo	MJ27VVN	M92p Desktop (ThinkCentre)	Windows 7	12/18/2013	12/17/2018	■
Finance\RALPH-PC	toddm	Lenovo	MJ021C96	M93p Desktop (ThinkCentre)	Windows 7	01/21/2015	03/06/2018	■
Public Works\LAPTOP-3PS	Sewer Collect	HP Inc	5CD631105K	HP 15-f200 Notebook PC seri	Windows 10	08/10/2016	09/13/2017	■
Public Works\JIM-HP	jim	HP Inc	MXL3502ZQW	HP Compaq Pro 4300 All-in-	Windows 7	01/07/2014	01/06/2017	■
Finance\DENISEPC	deniseh	Lenovo	MJ167E8	E31 Workstation (ThinkStatio	Windows 7	03/04/2013	03/13/2016	■
Finance\ENFORCEMENT-P	Flora	Lenovo	MJ014P3	E31 Workstation (ThinkStatio	Windows 7	02/24/2013	03/04/2016	■
Fire Dept.\OMAKFIRE	Kevin Bowling	Dell	FSMNRW1	OptiPlex 7010	Windows 7	02/13/2013	02/13/2016	■
Public Works\STP	jesusa	Lenovo	MJGHTBA	M71z All-in-One (ThinkCentr	Windows 7	01/20/2012	01/25/2016	■
Finance\JUDGE-THINK	Judge	Lenovo	PK1DRTA	T530 Laptop (ThinkPad)	Windows 7	10/08/2013	11/21/2014	■
Public Works\APWD	Wayne	Lenovo	PB3B9XH	Edge 72 Desktop (ThinkCentr	Windows 7	05/04/2013	06/17/2014	■
Finance\LAPTOP-CLERK	Administrator	Dell	BKDG4Q1	Latitude E6420	Windows 7	04/06/2011	04/06/2014	■
Finance\COURT-LAPTOP	HRawson	Dell	3Z3B1N1	Vostro 3700	Windows 7	01/13/2011	01/13/2012	■
Public Works\PW2	rons	Dell	3BRQZF1	Inspiron 530	Windows 7	03/31/2008	03/31/2009	■



Virtual Machines	User	Make	Model	OS	Purchased	Expires	
 Finance\O-FINANCE	visions	Microsoft	Virtual Machine	Server 2012 R2	07/24/2015	10/10/2023	■
 Finance\O-DC	Windows User	Microsoft	Virtual Machine	Server 2012 R2	07/24/2015	10/10/2023	■

# Exhibit B



<http://www.visionms.net>

509-315-8845

P.O. Box 28429, Spokane, WA 99228

## Quote VMSQ2254

Valid through January 31, 2019

### Prepared For:

City of Omak Police Department  
 Jeff Koplin  
 Phone: (509) 826-0383  
 8 N Ash Street  
 Omak, WA 98841  
 opd401@omakpd.com

### Prepared By:

Brandon Votaw  
 Director of Information Technology  
 Phone: 509-491-3960  
 Fax: 888-223-6007  
 Email: bvotaw@visionms.net



Below is the interactive version of the quote, you can choose options and see the quote totals.

For the full presentation proposal, [click here](#) to view or download the PDF version of this quote. You can sign and email the .pdf to [help@visionms.net](mailto:help@visionms.net), or you can save time by simply electronically accepting this quote below.


## Line Item Detail

QTY	Description	Picture	Unit Price	Ext Price
<b>IT Service &amp; Support:</b>				
2	vCare Bronze for Servers - Proactive Monitoring - Managed Antivirus - Monthly Patch Management - Asset tracking and PC inventory - IT remote support connectivity - Web Protection		\$201.50	\$403.00
1	Vision Server Warranty - All Parts & Labor - Shipping & Handling - Travel		\$1,200.00	\$1,200.00
19	vCare Bronze for Workstations - Proactive Monitoring - Managed Antivirus - Monthly Patch Management - Asset tracking and PC inventory - IT remote support connectivity - Web Protection		\$60.00	\$1,140.00
1	Professional Services: - Phone, Remote & Onsite Support - 15 Support Hours - Covers All Departments		\$1,350.00	\$1,350.00
<b>Email &amp; Productivity Subscriptions:</b>				
14	Vision Email Plan 1 - 50 GB mailbox - 10 yr email archiving - One location to search public records - 99.9% uptime - Microsoft Outlook 2010/2013/2016 compatible - Shared calendars, contacts and tasks - Mobile email access from iPhone, iPad, Android, Windows and BlackBerry - Outlook Web App for browser access - Spam & Virus Protection		\$78.00	\$1,092.00
1	Microsoft Office Pro Plus Suite - Includes Microsoft Word, Excel, PowerPoint, OneNote, Outlook, Publisher & Access - Enjoy a fully installed Office experience across PCs, Macs, Windows tablets, iPad® and Android tablets, and most mobile devices.		\$144.00	\$144.00



- Each user can install Office on 5 PCs or Macs, 5 tablets (Windows, iPad, and Android), and 5 phones.
- Office Online: Create and edit Word, OneNote, PowerPoint, and Excel documents from a browser.
- 1 TB OneDrive Online File Storage

**Optional Services:**

<input type="checkbox"/>	2	Vision Online Backups for Multiple Servers <ul style="list-style-type: none"> <li>- No hidden or setup fee's</li> <li>- Complete Server Backup</li> <li>- Monthly Archiving</li> <li>- Multiple Server Discount</li> <li>- Monitored Daily Backup</li> <li>- Encrypted backups at rest and in transit</li> <li>- Replicate Cloud Backups to a connected USB Backup Drive for a local repository*</li> </ul> <small>* additional cost may be incurred for a USB Backup Drive</small>		\$567.00	\$1,134.00
<input type="checkbox"/>	1	Vision Remote Access <ul style="list-style-type: none"> <li>- Secure Remote Access to Office Computer</li> <li>- One Click Access</li> <li>- Increased Productivity</li> <li>- Remote Printing</li> </ul>		\$40.00	\$40.00

**SubTotal: \$5,329.00**  
**Shipping: \$0.00**  
**Sales Tax: \$436.98**  
**Total: \$5,765.98**  
**Plus \$5,765.98 Annually (incl tax)**

**Ready to Accept?**

**Order Confirmation**

We reserve the right to cancel orders arising from errors, inaccuracies, or omissions.

I agree to the terms and conditions of the above document and PDF attachment with an electronic signature below.

**IP Address** 64.139.98.86

**PO Number**   
(Optional: Enter PO Number as your reference only.)

**Comments**

**Email Address**

**Printed Name**

**Signature**   
"signatures" could include: /john smith/; /js/; /js123/, etc

**Have Questions?**

**Not Ready To Accept? Have Questions?**

*(Note, you will receive a copy of your message by email.)*

**No questions posted yet.**

*Time expressed in Pacific Standard Time UTC-08:00*



### About This Report

This is an overview of known server and workstation assets for City of Omak Police Department. A detailed breakdown starts on page 2. Please contact us with any questions and we would be pleased to discuss this report in further detail.

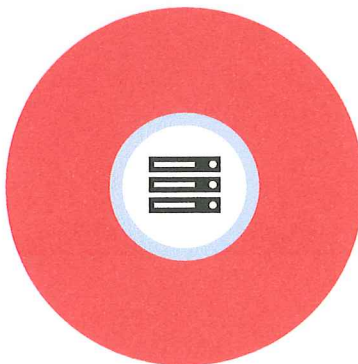
#### Asset Status:

- **2 Supported**  
No action required
- **7 Ending Soon**  
Due date within 90 days
- **12 Overdue**  
Action required

#### Operating System:

- **2 Supported**  
Within support period
- **19 Ending Soon**  
Update recommended

**1**  
Servers



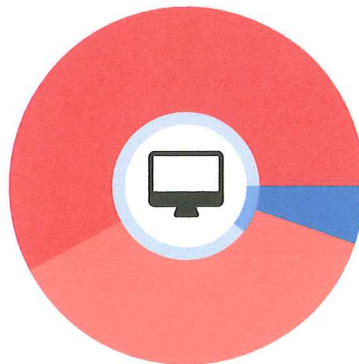
#### Asset Status:

- **1 Overdue**

#### Operating System:

- **1 Ending Soon**

**19**  
Workstations



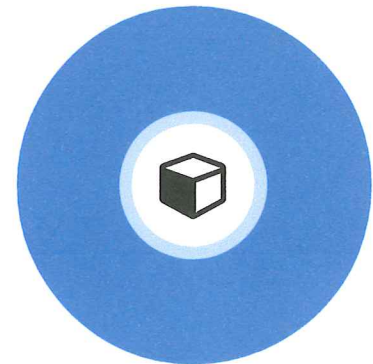
#### Asset Status:

- **1 Supported**
- **7 Ending Soon**
- **11 Overdue**

#### Operating System:

- **2 Supported**
- **17 Ending Soon**

**1**  
Virtual Machines



#### Asset Status:

- **1 Supported**

#### Operating System:

- **1 Ending Soon**



Servers	User	Make	Serial	Model	OS	Age	Purchased	Expires	
Police Dept.\OMPD-SERVE	Windows User	Dell	311B842	PowerEdge T320	Server 2008 R2	4	01/12/2015	01/12/2018	

Workstations	User	Make	Serial	Model	OS	Age	Purchased	Expires	
Police Dept.\CHIEF-PC	401	Equus	EQIL1644210	Computer Systems N	Windows 10	0.5	07/13/2018	02/14/2021	
Police Dept.\SECRETARY	441	Dell	1JDMDZ1	OptiPlex 9020	Windows 7	4.9	01/29/2014	01/29/2019	
Police Dept.\MOBILE	405	Dell	4PHZWY1	Latitude E6440	Windows 7	4.9	01/28/2014	01/28/2019	
Police Dept.\MOBILE1	409	Dell	DMMZWY1	Latitude E6440	Windows 7	4.9	01/28/2014	01/28/2019	
Police Dept.\MOBILE3	413	Dell	9GNZWY1	Latitude E6440	Windows 7	4.9	01/28/2014	01/28/2019	
Police Dept.\MOBILE4	401	Dell	3CLZWY1	Latitude E6440	Windows 7	4.9	01/28/2014	01/28/2019	
Police Dept.\MOBILE5	414	Dell	H2CZWY1	Latitude E6440	Windows 7	4.9	01/28/2014	01/28/2019	
Police Dept.\MOBILE6	411	Dell	73KZWY1	Latitude E6440	Windows 7	4.9	01/28/2014	01/28/2019	
Police Dept.\SECRETARY-PC	441	Dell	4BGPN2	Inspiron 3650	Windows 10	2	12/22/2016	03/22/2018	
Police Dept.\CONFRM1	401	Dell	424PFZ1	OptiPlex 3020	Windows 7	4.9	01/30/2014	01/30/2017	
Police Dept.\CONFRM2	401	Dell	425LFZ1	OptiPlex 3020	Windows 7	4.9	01/30/2014	01/30/2017	
Police Dept.\CONFRM3	401	Dell	425NFZ1	OptiPlex 3020	Windows 7	4.9	01/30/2014	01/30/2017	
Police Dept.\CONFRM4	401	Dell	434PFZ1	OptiPlex 3020	Windows 7	4.9	01/30/2014	01/30/2017	
Police Dept.\DETECTIVE	414	Dell	433MFZ1	OptiPlex 3020	Windows 7	4.9	01/30/2014	01/30/2017	
Police Dept.\RECORDS	442	Dell	424LFZ1	OptiPlex 3020	Windows 7	4.9	01/30/2014	01/30/2017	
Police Dept.\SGT-1	407	Dell	434NFZ1	OptiPlex 3020	Windows 7	4.9	01/30/2014	01/30/2017	
Police Dept.\SGT-2	401	Dell	434MFZ1	OptiPlex 3020	Windows 7	4.9	01/30/2014	01/30/2017	
Police Dept.\MOBILE2	414	Dell	9QTSXN1	Latitude E6410	Windows 7	8	01/13/2011	01/13/2014	
Police Dept.\EVIDENCE	401	Toshiba	7A056864W	SATELLITE L655-S507	Windows 7	8.5	07/10/2010	07/08/2011	

Virtual Machines	User	Make	Model	OS	Age	Purchased	Expires	
Police Dept.\NETMOTION	Windows User	Microsoft	Virtual Machine	Server 2008 R2	4	01/12/2015	01/14/2020	

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: January 2<sup>nd</sup>, 2019

Subject: Resolution No. 02-2019 TIB Engh Rd. project grant.

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The attached 02-2019 A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE GRANT AGREEMENT BETWEEN THE CITY OF OMAK AND THE WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD FOR ENGH ROAD, OMACHE DR. TO OMAK RIVER RD. TIB PROJECT NUMBER 6-E-987(006)-1; is forwarded for your consideration.

The Transportation Improvement Board has awarded a grant for Engh Rd., Omache Dr. to Omak River Rd. To widen and provide three lane profile west bound, drainage, signal modification, ADA, permanent signing and other work. As stated in the resolution, TIB funds for this project are matching funds in the amount of \$113,482.00, Which is 13.5% of the total project and, \$840,607.00 of Federal Funding through the Surface Transportation Program.

I approve of this resolution and urge adoption.

**RESOLUTION NO. 02-2019**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE GRANT AGREEMENT BETWEEN THE CITY OF OMAK AND THE WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD FOR ENGH ROAD, OMACHE DR. TO OMAK RIVER RD., TIB PROJECT NUMBER 6-E-987(107)-1**

**WHEREAS**, the City of Omak has been awarded funding from the Washington State Transportation Improvement Board (TIB) for the Engh Rd., Omache Dr. to Omak River Rd. project; and

**WHEREAS**, the total costs for this project is estimated at \$840,000.00; and

**WHEREAS**, federal funding in the amount of 86.5% of this project has been secured through the Okanogan County Surface Transportation program; and

**WHEREAS**, the Transportation Improvement Board will provide the additional 13.5% match up to \$113,482.00 for the completion of the Engh Road Project.

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Omak, Washington accepts the grant with the Washington State transportation Improvement Board, for the Engh Road Improvements, a copy of which is attached hereto as Exhibit "A", and the Mayor is authorized to execute the agreement on behalf of the City.

**INTRODUCED** and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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





# Washington State Transportation Improvement Board

# EXHIBIT A

November 16, 2018

### TIB Members

Chair  
Mayor Glenn Johnson  
City of Pullman

Vice Chair  
Commissioner Richard Stevens  
Grant County

Amy Asher  
RiverCities Transit

Alyssa Ball  
Office of Financial Management

Aaron Butters, P.E.  
HW Lochner Inc.

Jeff Carpenter, P.E.  
WSDOT

Barbara Chamberlain  
WSDOT

Elizabeth Chamberlain  
City of Walla Walla

Mike Dahlem  
City of Sumner

Sue Dreier  
Pierce Transit

Commissioner Terri Drexler  
Mason County

John Klekotka, P.E.  
Port of Everett

Commissioner Robert Koch  
Franklin County

John Koster  
County Road Administration Board

Colleen Kuhn  
Human Services Council


Mayor Ron Lucas  
Town of Steilacoom

Mick Matheson, P.E.  
City of Mukilteo

David Ramsay  
Feet First

Councilmember Mike Todd  
City of Mill Creek

Mr. Ken Mears  
Public Works Director  
City of Omak  
Post Office Box 72  
Omak, WA 98841-0072

  
Dear Mr. Mears:

Congratulations! We are pleased to announce the selection of your project, Engh Road, Omache Dr to Omak River Rd, TIB project number 6-E-987(107)-1.

Total TIB funds for this project are \$113,482.

Before any work is allowed on this project, you must:

- Verify the information on the Project Funding Status Form, revise if necessary, and sign;
- Submit the section of your adopted Six Year Transportation Plan listing this project;
- Sign both copies of the Fuel Tax Grant Distribution Agreement; and
- Return the above items to TIB;

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by November 16, 2019 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Gloria Bennett, TIB Project Engineer, at (360) 586-1143 or e-mail [GloriaB@TIB.wa.gov](mailto:GloriaB@TIB.wa.gov).

Sincerely,

Ashley Probart  
Executive Director

Enclosures

Ashley Probart  
Executive Director

P.O. Box 40901  
Olympia, WA 98504-0901  
Phone: 360-586-1140  
Fax: 360-586-1165  
[www.tib.wa.gov](http://www.tib.wa.gov)



# Six Year Transportation Improvement Program From 2018 to 2023

Agency: Omak  
 County: Okanogan  
 MPO/RTPO: Okanogan Co.

N Inside

Y Outside

Functional Class	06	Priority Number	2 / Z924(003)	B. STIP ID	WA-01400	Hearing	06/19/17	Adopted	06/19/17	Amendment	Resolution No.	40-2017	Improvement Type	03	Utility Codes	C O P S T W	Total Length	0.150	Environmental Type	CE	RW Required	Yes
A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description				Engh Road/SR 215(Riverside DR) Intersection Improvements  Appx. 250' West of River Road to Omache DR Widen and provide three lane profile west bound, drainage, signal modification, ADA, permanent Signing and other work.																		

Funding									
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds	
S	RW	2018	STP(R)	133,735		0	20,872	154,607	
S	CN	2019	STP(R)	485,265		0	75,735	561,000	
Totals				619,000		0	96,607	715,607	

Expenditure Schedule										
Phase	1st	2nd	3rd	4th	5th & 6th	Federal Funds	State Funds	Local Funds	Total Funds	
RW	154,607	0	0	0	0	0	0	0	154,607	
CN	0	561,000	0	0	0	0	0	0	561,000	
Totals	154,607	561,000	0	0	0	619,000	0	96,607	715,607	
Grand Totals for Omak							619,000	0	96,607	715,607



Transportation Improvement Board

# Project Funding Status Form

Agency Name: **OMAK**  
Project Name: **Engh Road**  
**Omache Dr to Omak River Rd**

TIB Project Number: **6-E-987(I07)-1**

Verify the information below and revise if necessary.

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

## PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

## PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
OMAK	0	
WSDOT	0	
Federal Funds	727,125	
<b>TOTAL LOCAL FUNDS</b>	<b>727,125</b>	

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

### Mayor or Public Works Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

### Financial Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title





City of Omak  
6-E-987(107)-1  
Eng Road  
Omache Dr to Omak River Rd

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Omak  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Eng Road, Omache Dr to Omak River Rd (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Omak, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$113,482 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

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

3.0 PROJECT DOCUMENTATION

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

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

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



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

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

### 9.3 TERMINATION

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

### 9.4 TERMINATION FOR NECESSITY

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

## 10.0 USE OF TIB GRANT FUNDS

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

## 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

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





15.0 ENTIRE AGREEMENT

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

16.0 RECORDS MAINTENANCE

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

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

Approved as to Form  
Attorney General

By:

Signature on file

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

Lead Agency

Transportation Improvement Board

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

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

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

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



# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: January 2<sup>nd</sup>, 2019

Subject: Resolution No. 03-2019, TIB Seal Coat Project.

---

The attached: 03-2019 A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE GRANT AGREEMENT BETWEEN THE CITY OF OMAK AND THE WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD FOR SEAL COAT PROJECT. TIB PROJECT NUMBER 2-E-987(004)-1; is forwarded for your consideration.

The Transportation Improvement Board has awarded a grant for Seal Coating "Chip Seal" Project. This project will allow the City to have residential areas from Omak Ave. South to the Colville Tribal Community Center and East to Highway 97. As stated in the resolution, TIB funds for this project are \$62,598.00. Work to be done with City and County work forces.

I approve of this resolution and urge adoption.

**RESOLUTION NO. 03-2019**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE GRANT AGREEMENT BETWEEN THE CITY OF OMAK AND THE WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD FOR FY 2020 SEAL COAT PROJECT. TIB PROJECT NUMBER 2-E-987(004)-1**

**WHEREAS**, the City of Omak has been awarded funding from the Washington State Transportation Improvement Board (TIB) for FY 2020 Seal Coat Project; and

**WHEREAS**, total Seal Coat project is estimated at \$65,893.00, of which the Transportation Improvement Board will pay \$62,598.00 and the city will provide the required match of \$3,295.00.

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Omak, Washington accepts the grant agreement between the City of Omak and the Transportation improvement Board, a copy of which is attached hereto as Exhibit "A". The Mayor is authorized to execute the Grant Agreement on behalf of the City.

**INTRODUCED** and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

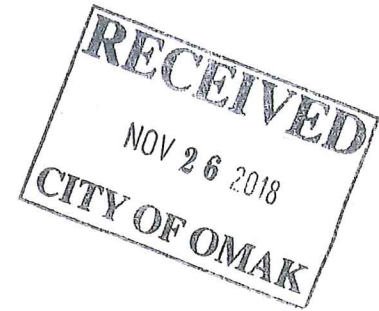
**APPROVED AS TO FORM:**

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



Washington State  
Transportation Improvement Board

EXHIBIT A



November 16, 2018

**TIB Members**

Chair  
Mayor Glenn Johnson  
City of Pullman

Vice Chair  
Commissioner Richard Stevens  
Grant County

Amy Asher  
RiverCities Transit

Alyssa Ball  
Office of Financial Management

Aaron Butters, P.E.  
HW Lochner Inc.

Jeff Carpenter, P.E.  
WSDOT

Barbara Chamberlain  
WSDOT

Elizabeth Chamberlain  
City of Walla Walla

Mike Dahlem  
City of Sumner

Sue Dreier  
Pierce Transit

Commissioner Terri Drexler  
Mason County

John Klekotka, P.E.  
Port of Everett

Commissioner Robert Koch  
Franklin County

John Koster  
County Road Administration Board

Colleen Kuhn  
Human Services Council

Mayor Ron Lucas  
Town of Steilacoom

Mick Matheson, P.E.  
City of Mukilteo

David Ramsay  
Feet First

Councilmember Mike Todd  
City of Mill Creek

Mr. Ken Mears  
Public Works Director  
City of Omak  
Post Office Box 72  
Omak, WA 98841-0072

*Ken*  
Dear Mr. Mears:

Congratulations! We are pleased to announce the selection of your project, FY 2020 Seal Coat Project, Multiple Locations, TIB project number 2-E-987(004)-1.

Total TIB funds for this project are \$62,598.

Before any work is allowed on this project, you must:

- Verify the information on the Project Funding Status Form, revise if necessary, and sign;
- Sign both copies of the Fuel Tax Grant Distribution Agreement; and
- Return the above items to TIB;

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by November 16, 2019 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Gloria Bennett, TIB Project Engineer, at (360) 586-1143 or e-mail [GloriaB@TIB.wa.gov](mailto:GloriaB@TIB.wa.gov).

Sincerely,

Ashley Probart  
Executive Director

Enclosures

Ashley Probart  
Executive Director

P.O. Box 40901  
Olympia, WA 98504-0901  
Phone: 360-586-1140  
Fax: 360-586-1165  
[www.tib.wa.gov](http://www.tib.wa.gov)



Small City Preservation Program (SCPP)  
***Approved Segment Listing***  
FY 2020 Seal Coat Program

**OMAK**

Street	Termini	Pavement Length	Pavement Width
<b>2nd Ave</b>	Benton to Columbia	<b>300 feet</b>	<b>24 feet</b>
<b>3rd Ave</b>	Asotin to SR 155	<b>1,625 feet</b>	<b>24 feet</b>
<b>4th Ave</b>	Dayton to Ferry	<b>750 feet</b>	<b>24 feet</b>
<b>5th Ave</b>	Benton to E End	<b>750 feet</b>	<b>24 feet</b>
<b>Asotin St</b>	Railroad Ave to 3rd	<b>500 feet</b>	<b>14 feet</b>
<b>Benton St</b>	5th to SR 155	<b>2,000 feet</b>	<b>24 feet</b>
<b>Columbia St</b>	5th to SR 155	<b>1,780 feet</b>	<b>24 feet</b>
<b>Edmonds St</b>	S End to SR 155	<b>900 feet</b>	<b>24 feet</b>
<b>Ferry St</b>	4th to SR 155	<b>400 feet</b>	<b>24 feet</b>
<b>Railroad Ave</b>	Asotin to Dayton	<b>1,000 feet</b>	<b>24 feet</b>



City of Omak  
2-E-987(004)-1  
FY 2020 Seal Coat Project  
Multiple Locations

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Omak  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the FY 2020 Seal Coat Project, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Omak, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$62,598 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

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

3.0 PROJECT DOCUMENTATION

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

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

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



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

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

### 9.3 TERMINATION

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

### 9.4 TERMINATION FOR NECESSITY

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

## 10.0 USE OF TIB GRANT FUNDS

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

## 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

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





15.0 ENTIRE AGREEMENT

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

16.0 RECORDS MAINTENANCE

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

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

Approved as to Form  
Attorney General

By:

Signature on file

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

Lead Agency

Transportation Improvement Board

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

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

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

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



Transportation Improvement Board

# Project Funding Status Form

Agency Name: **OMAK**  
Project Name: **FY 2020 Seal Coat Project**  
**Multiple Locations**

TIB Project Number: **2-E-987(004)-1**

Verify the information below and revise if necessary.

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

## PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

## PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
OMAK	3,295	
WSDOT	0	
<b>TOTAL LOCAL FUNDS</b>	<b>3,295</b>	

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

### Mayor or Public Works Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

### Financial Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: January 3<sup>rd</sup>, 2019

Subject: Resolution No. 04-2019 Omak Airport Land Lease Agreement with Colville Tribes/ BIA Fire Management.

---

The attached 04-2019 A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING OMAK MUNICIPAL AIRPORT – LAND LEASE WITH THE COLVILLE CONFEDERATED TRIBES/BIA FIRE MANAGEMENT; is forwarded for your consideration.

The Colville Confederated Tribes, BIA Fire Management “Retardant Base” has negotiated a new Land Lease Agreement and City Attorney has reviewed the original name changes. The Original signed Lease Agreement is in route from the Colville Tribes for final signature if approved. This new agreement will be a 2-year lease from June 1<sup>st</sup>, 2018 and terminate on May 31<sup>st</sup>, 2020. The annual amount is set at \$9,850.00.

I approve of this resolution and recommend its adoption.



**RESOLUTION NO. 04-2019**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING  
OMAK MUNICIPAL AIRPORT-LAND LEASE WITH  
THE COLVILLE CONFEDERATED TRIBES/BIA FIRE MANAGEMENT**

**WHEREAS**, the City of Omak and the Colville Confederated Tribes, BIA Fire Management have negotiated a new land use agreement; and

**WHEREAS**, the City of Omak has provided an agreement to continue an arrangement for the Land Lease at the Omak Municipal Airport; and

**WHEREAS**, the terms, and condition of the agreement have been reviewed and determined to be acceptable by the City Attorney and City Staff.

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Omak, Washington, hereby approves the Omak Municipal Airport-Land Lease between the City of Omak, and the Colville Confederated Tribes/BIA Fire Management, a copy of which is attached hereto as "Exhibit A". The Mayor is hereby authorized and directed to execute the same for and on behalf of the City,

**INTRODUCED and PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, Deputy Clerk

**APPROVED AS TO FORM:**

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

# EXHIBIT A

## OMAK MUNICIPAL AIRPORT-LAND LEASE

This lease is made and entered into between the City of Omak, hereinafter the "Lessor" or "City," and the Colville Confederated Tribes, hereinafter referred to as the "Lessee."

### A. LEASED PREMISES

The Lessor hereby leases to the Lessee a portion of Section 11, Township 34N and Range 26E WM as shown in Exhibit A (map of leased area) attached hereto and incorporated into this lease by reference. The leased areas in Exhibits A shall be referred to as "Premises."

### B. AUTHORIZED USE

1. Use of Premises. Colville Confederated Tribes shall have exclusive use of the premises as an operating base and work center for fire control efforts, air and ground support of contracted aircraft, and other operations in support of other Colville Confederated Tribes fire management activities. Colville Confederated Tribes agrees to comply with the minimum standards for commercial activities for the Omak Airport. Colville Confederated Tribes may allow use of the premises and any improvements made thereto by other state and federal agencies during the term of this lease for the expressed uses described herein.

2. Use of Common Areas. Lessor authorizes Colville Confederated Tribes to access the area referred to as the runway and taxi lane. Colville Confederated Tribes shall not park aircraft in the taxi lane or otherwise to prevent the passage of other aircraft or vehicles. Colville Confederated Tribes will cooperate and coordinate its use of the taxi lane with neighboring airport occupants.

3. Non-Aeronautical Vehicles. "Non-Aeronautical" vehicles are vehicles such as cars, trucks, and watercraft that are not used to service aircraft. Colville Confederated Tribes may park or store non-aeronautical vehicles in designated parking areas only. Parking and storage of non-aeronautical vehicles (cars, trucks, trailers, watercraft, etc.) inside the Air Operations Area "AOA" is prohibited. The AOA includes the ramp, hanger areas, taxi lanes, tie-down areas, the Aircraft Movement Area, and all areas inside the Airport fence. Only service vehicles or vehicles carrying passengers, baggage, and freight to and from the aircraft are temporarily permitted in the ramp area for the sole purpose of servicing, loading, and unloading the aircraft. The speed limit in these areas is ten (10) mph, with aircraft having the right of way.

4. Storage. Storage of aeronautical related equipment will be in designated areas only. Storage for non-aeronautical equipment or structures inside the AOA is prohibited. This area includes the ramp, hanger areas, taxi lanes, tie-down area, the Aircraft Movement Area, and all areas inside the Airport fence. The City shall approve location and placement and/or construction of any permanent or temporary storage facilities.

5. Other Limitations on Use.  
a. Without limiting the generality of the foregoing provision and without limiting any other applicable provision, rules or regulations affecting the use of the premises,



## OMAK MUNICIPAL AIRPORT-LAND LEASE

Lessee shall specifically comply with the following provisions: Airport Minimum Business Standards and Airport Rules and Regulations as are presently in effect and may in the future be adopted, or as may otherwise be agreed to by the Lessor and Lessee in writing.

b. Lessee shall provide proof of aircraft registration, Colville Confederated Tribes owned or under contract aircraft, with the State of Washington in accordance with RCW 47.68.250, as the same exists now or may hereafter be amended.

c. The Lessee shall not sublease or assign its rights to the Premises without the expressed written consent of the Lessor except as provided for in this Lease Agreement.

### C. LESSOR'S RESERVATIONS

The City reserves the following rights at the Airport and affecting the Premises:

1. To further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance;

2. To maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard;

3. To take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft; and

4. To temporarily close the Airport or any of the facilities thereon for maintenance, improvement, or for the safety of the public.

The City shall not be obligated to exercise any of the rights reserved above, including undertaking any maintenance or repairs to landing areas, approaches, or publicly owned facilities located at the Airport.

This Lease is subject to the Development Act, 49 U.S.C. 47101, *et seq.*, and Section 308 of the Federal Aviation Act of 1958 as the same exist now or may hereafter be amended.

During the time of war or national emergency, the City shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if such lease is executed, the provisions of this Lease insofar as they are inconsistent with the provisions of the lease to the U.S. Government, shall be modified to be consistent with the provisions of the lease to the U.S. Government and may be fully suspended at the option of the City.



## OMAK MUNICIPAL AIRPORT-LAND LEASE

This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for development of the Airport, by the provisions of the Airport Improvement Program, and as the program may be amended, or any other federal act, deed, grant agreement, or program affecting the operation or maintenance of the Airport now or in the future; provided however, that the City shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Lessee in and to the Premises and improvements thereon. Failure of the Lessee or any occupant to comply with the requirements of any existing or future agreement between the City and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of Lessee's rights hereunder.

### **D. TERM**

This Lease shall be for 2 years starting on June 1<sup>st</sup>, 2018 and terminating on May 31, 2020.

### **E. RENT**

Lessee shall pay rent to the Lessor at the following rate: Nine Thousand, Eight Hundred, Fifty Dollars and No Cents\*(\$9,850.00) annually. Lessor shall bill Colville Confederated Tribes at the beginning of each annual period beginning June of 2018. Payment is due within 30 days of receipt.

#### **Colville Confederated Tribes**

**Attention:** Enid Wippel

**PO Box 188**

**Keller, WA 99140**

#### **City of Omak**

**PO BOX 72**

**Omak, Washington 98841**

This lease is exempt from Leasehold tax.

### **F. CANCELLATION**

This agreement shall remain in effect unless terminated by the Lessee 90 days prior to the end of the current annual period.

### **G. REAL ESTATE TAXES, ASSESSMENTS, AND INSURANCE**

Lessor shall pay all real estate taxes, all property assessments, and insurance, if any. Unless

## OMAK MUNICIPAL AIRPORT-LAND LEASE

otherwise specified herein.

### H. IMPROVEMENTS, MAINTENANCE AND REPAIR, AND RELATED EXPENSES

1. Structures and Landscaping. Lessee shall be responsible for all maintenance and repairs associated with any tenant improvements made by the Lessee within the leased area and within the buildings placed within the leased area by Lessee or existing currently.

2. Non-Potable Water Service. Lessee shall pay all costs associated with conveying non-potable water from the on-site storage tank. The Lessor shall pay all cost associated with non-potable delivery to the on-site Storage tank and provide for the maintenance and repair of the Fire Truck reloading pump. Water usage is included in Annual lease rates.

3. On-Site Wastewater Disposal System. The Lessee shall provide all needed wastewater facilities and keep them maintained as required.

4. Telephone and Internet Communication Services. Lessee shall pay all costs associated with planning and installing telephone and internet communication services extending to the manufactured buildings or other improvements within the leased area.

5. Electrical- Electricity shall be provided by the Lessor to all existing fixtures and pumps existing at the commencement of this agreement. Any addition to the electrical system must be approved by the Lessor. Any significant electrical overages due to lessee neglect shall be reimbursed to the Lessor.

### I. LAWS

Lessor is responsible for complying with all applicable provisions of Federal, State and Local law.

### J. FIXTURES

The Lessee shall have the right during the existence of this Lease with the written permission of the Lessor (such permission shall not be unreasonably withheld), to make alterations, attach fixtures, and erect additions, structures or signs, in or within the leased area. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits. Any fixtures, additions, or structures so placed in or upon or attached to the premises shall be, and remain the property of, the Lessee and may be removed therefrom by the Lessee upon the termination of this Lease. Any damage caused by the removal of any of the above items shall be repaired by the Lessee. All construction and signage constructed upon or added to the Premises by Lessee shall comply with all applicable provisions of the City of Omak Municipal Code, as the same exists now or may hereafter be amended.



## OMAK MUNICIPAL AIRPORT-LAND LEASE

### **K. DISASTER**

In the event the buildings within the leased area by Lessee is destroyed or injured by fire, earthquake, or other casualty so as to render the buildings unfit for occupancy, Lessee may elect not to replace the buildings and may terminate this Lease. If Lessee terminates this Lease for this reason, Lessee shall pay all rent due through and including the current annual period.

### **L. NO GUARANTEES**

It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Lessee unless endorsed herein in writing. Any amendment or modification of this Lease must be in writing and signed by both Lessor and Lessee.

### **M. SUBSTANCES**

Lessor warrants to its knowledge that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept within the leased area as outlined in Exhibit A affixed hereto which if found on the property would subject the owner or user to any damages, penalty, or liability under an applicable local, state or federal law or regulation.

Lessor shall indemnify and hold harmless the Lessee with respect to any and all damages, costs, attorneys' fees, and penalties arising from the presence of any hazardous or toxic substances within the leased area, except for such substances as may be placed within the leased area by the Lessee.

### **N. BINDING AUTHORITY**

It is further understood that this lease shall not be binding upon the Lessee unless signed by the Lessee's, Supervisor or his/her designee and approved as to form.

### **O. DUTY TO CURE**

Upon receiving notice of a condition requiring a cure "Default", the party obligated to effect the cure shall initiate and complete cure of the Default within a reasonable time. Default includes, without limitation: (1) failure to perform or carryout any obligation under the terms of the Lease such as undertaking, repairing, replacing or maintaining the Premises, improvements or fixtures: (2) "Non-Monetary Default" or the failure to maintain a service or utility account in good standing, and (3) any failure to without limitation to pay rent, charges "Monetary Default."

The term "reasonable time" as used within this paragraph of the Lease shall mean as soon as



## OMAK MUNICIPAL AIRPORT-LAND LEASE

reasonably possible but no longer than thirty (30) days for any Monetary Default or any non-emergency condition that can be reasonably cured within thirty (30) days. If a Non-Monetary Default cannot be reasonably cured within thirty (30) days then the party required to cure must commence the cure within thirty (30) days and diligently pursue the cure until completion. If an emergency condition exists, then the party required to cure shall immediately and promptly begin to cure without delay, usually within hours and complete the cure within twenty-four (24) hours to the extent reasonably possible in light of the nature of the condition and circumstances.

If an emergency or non-emergency condition exists that is not reasonably cured within twenty-four (24) hours or thirty (30) days, respectively, the defaulting party shall so notify the other party within twenty-four (24) hours or thirty (30) days, respectively. Such notice shall explain why the cure is not reasonably possible with due diligence to complete within twenty-four (24) hours (if an emergency) or thirty (30) days (if a non-emergency) and provide the earliest date that the work can be completed as soon as reasonably possible. It is not a justifiable ground for delay that the party obligated to effect the cure does not have available funding to accomplish the cure or that a preferred contractor has limited availability if other contractors can satisfactorily perform the work sooner at reasonable cost.

The term "emergency condition" shall mean a condition requiring a cure that (1) prevents or substantially disrupts the Lessee from using all or a substantial part of the Premises; (2) causes or substantially threatens to cause injury to persons or damage to property or raises a substantial danger to the health or safety of any persons on or using the Premises; and (3) significantly disrupts operation of the Airport.

### **P. SELF HELP**

If the defaulting party does not cure within the time required by this Lease, the non-defaulting party may cure all or part of the default after providing thirty (30) days' notice to the defaulting party the non-defaulting party's intent to cure, and, if applicable, recover the costs incurred in curing the default. If the non-defaulting party is the Lessee, the Lessee may deduct all reasonable costs incurred from rent or other charges owed to Lessor. If the non-defaulting party is the Lessor, Lessor will submit properly executed vouchers and proof of costs incurred to Lessee and Lessee shall remit payment to Lessor within thirty (30) days. A party's costs incurred to cure include, but are not limited to, all reasonable out-of-pocket expenses, payment of unpaid utility or services charges, for which the defaulting party is responsible, and all administrative costs the non-defaulting party reasonably incurs and documents in performing or arranging for performance of the cure.

The non-defaulting party is under no obligation to cure some or all of the default of the breaching party. To the extent that the non-defaulting party does not cure the default, the non-defaulting party may pursue its legal and contractual remedies against the defaulting party. The non-defaulting party's failure to cure the defaulting party's default does not waive the non-defaulting party's rights to relief. Nothing herein removes or lessens either party's obligation to

## OMAK MUNICIPAL AIRPORT-LAND LEASE

mitigate damages.

If the Lessee elects to cure using self-help in part or whole, the Lessor shall defend, save, and hold harmless the Lessee, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or in connection with such cure, except where RCW 4.24.115 is applicable and injuries and/or damages are caused by the sole negligence of the Lessee, its agents, or employees. If RCW 4.24.115 is applicable and liability for damages arises out of bodily injury to persons or damages to property and is caused by or results from the concurrent negligence of the Lessee, its agents, or employees, Lessor's liability, including the duty and cost to defend, hereunder shall apply only to the extent of the negligence of Lessor, its agents, or employees.

### **Q. DEFAULT LEADING TO TERMINATION**

If either party fails to initiate and complete cure of a condition requiring cure within a reasonable time after receiving notice of such condition, the non-breaching party may terminate this Lease by providing written notice to the defaulting party of the default. If the defaulting party does not complete the cure of the default within sixty (60) days after receiving such written notice initiating termination, the non-defaulting party may at such time, or at a later date if the cure has still not been completed, declare a termination by default by so notifying the defaulting party. Cure of a condition after a valid notice of termination by default is provided shall void a valid notice of termination of the Lease.

If a termination by default is declared or a court so orders, the date of termination shall be determined based on the earliest reasonable date that the Lessee may move and relocate from the premises or as agreed by the parties. The determination shall be made in light of available funding for the move, the date at which suitable replacement premises can be fully available, and the time reasonably needed to plan and complete the move.

### **R. MONTH TO MONTH TENANCY**

If Lessee remains in possession of the premises after the expiration of the term, or any extension thereof, such possession by Lessee shall be deemed to be a month-to-month tenancy, terminable as provided by law. During such month-to-month tenancy, Lessee shall pay all rent provided in this Lease and rent shall be adjusted as provided for in this Lease or Lessee shall pay such other rent as the parties mutually agree in writing and all provisions of this Lease shall apply to the month-to-month tenancy, except those pertaining to term and option to extend.



## OMAK MUNICIPAL AIRPORT-LAND LEASE

### **S. SUBORDINATION**

So long as Lessor has fully performed under the terms of this Lease, Lessee agrees to execute, within twenty (20) days of written request by Lessor, the state's standard Tenant Estoppel and Subordination Agreements which have been approved as to form by the City Attorney.

### **T. INDEMNIFICATION BY LESSEE**

Lessee shall indemnify, defend and hold harmless Lessor, its employees, the Airport Manager, and its employees, and Lessor's elected and appointed officers from and against any and all claims, demands, causes of actions, suits or judgments, including attorneys' fees, costs and expenses arising from Lessee's use and occupation of the Premises and the common areas including the deaths or injuries to persons or for loss of or damage to property. This includes, without limitation, any liability for injury to the person or property of Lessee, its agents, officers, employees, or invitees. Lessee waives its immunity under the Washington Industrial Insurance Act but only to the extent necessary for this indemnification clause. Lessee's duty to indemnify, defend, and hold harmless Lessor shall be valid and enforceable only to the extent of Lessee's sole negligence and Lessee's proportionate share of concurrent negligence.

In the event of any claims made to, or suits filed against Lessor, for which the above indemnity applies, Lessor shall give Lessee prompt written notice thereof and Lessee shall defend or settle the same.

### **U. LIENS AND ENCUMBRANCES**

Lessee agrees to keep the premises free and clear of any liens or encumbrances. To the extent Lessor is made aware of any liens or encumbrances caused by the actions of Lessee to be placed within the Leased Area, Lessee shall promptly take whatever legal action is necessary to remove any such liens and encumbrances and shall hold harmless and indemnify Lessor from the same.

### **V. LAWS, REGULATIONS AND PERMITS**

Lessee agrees that the use of the premises, including construction thereon, shall conform at all times to any applicable federal, state, county, municipal laws, statutes, ordinances, or regulations, as existing or hereafter adopted or amended, which may affect the premises or the use thereof.

### **W. SEVERABILITY**

Nothing in this Lease shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Lease and any statute, law, public regulation, or ordinance, the latter shall prevail, but in such event, the provisions of this Lease affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.



## OMAK MUNICIPAL AIRPORT-LAND LEASE

### **X. ATTORNEYS' FEES**

Unless otherwise specifically set forth herein, in the event of any litigation or other action related to interpretation or enforcement of this Lease, each party shall pay its own attorneys' fees and costs in any such action.

### **Y. LAW AND VENUE**

This Lease shall be interpreted pursuant to the laws of the State of Washington. It is hereby agreed and understood by Lessor and Lessee that the venue for any legal or equitable action arising out of the existence of this Lease shall be in the Okanogan County Superior Court.

### **Z. CAPTIONS**

The captions and paragraph headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any paragraph.

### **AA. NOTICES**

Wherever in this Lease written notices are to be given or made, they will be sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

LESSOR:  
City of Omak  
Attention: City Administrator  
PO BOX 72  
Omak, WA 98841

LESSEE:  
Colville Confederated Tribes  
Attention: Enid T. Wippel  
PO Box 188  
Keller, WA 99140

### **BB. ENTIRE AGREEMENT**

This Lease constitutes the entire agreement of the Lessor and Lessee pertaining to Lessee's lease of the premises. No other written or oral statements shall be a part of this Lease unless expressly identified herein. This Lease may only be modified by an agreement in writing signed by Lessor and Lessee.

OMAK MUNICIPAL AIRPORT-LAND LEASE

**CC. COUNTERPARTS**

This Lease may be signed in counterparts, each of which shall be an original but all of which shall constitute one and the same document. Signatures transmitted by facsimile or electronically shall be deemed valid execution of this Lease, binding on the Lessor and Lessee.

APPROVED BY LESSOR:  
CITY OF OMAK

By: \_\_\_\_\_  
Cindy Gagné, Mayor

APPROVED BY LESSEE:  
COLVILLE CONFEDERATED TRIBES/  
BIA Fire Management

By: \_\_\_\_\_  
Francis W. Somday, Executive Director

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Rodney Cawston, Chairman  
Colville Business Council

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



OMAK MUNICIPAL AIRPORT-LAND LEASE








INTEROFFICE MEMORANDUM

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**TO:** MAYOR GAGNÉ  
OMAK CITY COUNCIL

**FROM:** CONNIE THOMAS, CITY CLERK 

**SUBJECT:** RESOLUTION 05-2019-FINANCIAL SOFTWARE PURCHASE FROM VISION

**DATE:** JANUARY 7, 2019

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The attached Resolution 05-2019-A **RESOLUTION OF THE OMAK CITY COUNCIL APPROVING PURCHASE OF FINANCIAL SOFTWARE FROM VISION MUNICIPAL SOLUTIONS, LLC**, is presented to you for your review and consideration.

The Vision software agreement includes a Receivables and a Positive Pay Module. The 2019 budget does include the expenditure for the Vision Receivables but did not include an expense for the Positive Pay Module. Regarding the receivables software, the Finance Department currently uses an Excel spreadsheet to create invoices and track our payables. This is an archaic way of tracking the receivables other than utilities that come into the city. The receivables software program will integrate with our financial system and provide better tracking of revenues. Regarding the Positive Pay Module, during our bank selection earlier in the fall, we decided to include Positive Pay on our main account. Positive Pay is a cash-management service used by banks to detect and prevent fraudulent check transactions. When working on the bank transition process in late December, I found out that our current financial software package does not have the capability of sending a secure payables file to the bank. I was advised by Vision Municipal Solutions that the City would have to purchase the Positive Pay Module. The cost for the module is \$500 with annual software assurance in the amount of \$75.

Both programs will increase the financial accountability for the City of Omak therefore, I approve this resolution and respectfully request adoption.

**RESOLUTION NO. 05-2019**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING PURCHASE OF FINANCIAL SOFTWARE FROM VISION MUNICIPAL SOLUTIONS, LLC**

**WHEREAS**, the City of Omak contract with Vision Municipal Solutions LLC for our Financial Management Software package for its Financial, Payroll, Utilities and Cash Management Functions; and

**WHEREAS**, the Finance Department would like to expand our software package to include Vision Receivables, Vision Reporting Services and Vision Positive Pay Modules; and

**WHEREAS**, the Vision Positive Pay was not included in the 2019 budget, but we found it is a necessary piece that works with our new financial institution, Washington Federal; and

**WHEREAS**, Positive pay is a cash-management service used by banks to detect and prevent fraudulent check transactions; and

**WHEREAS**, the attached Purchase Agreement for Vision Software and Professional Services provides for the purchase of said receivables and positive pay software.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Omak, Washington, that the **Purchase Agreement for Vision Software and Professional Services** from **VISION MUNICIPAL SOLUTIONS, LLC**, a private corporation, a copy of which is attached hereto as Exhibit "A", is approved. The Mayor is hereby authorized and directed to execute the same for and on behalf of the City; and the City Clerk is authorized and directed to attest her signature.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_ day of \_\_\_\_\_, 2019.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



Vision Municipal Solutions, LLC

PO Box 28429

Spokane, WA 99228

Phone (509) 315-8845 Fax (888) 223-6007

Website: [www.visionms.net](http://www.visionms.net) Email: [dherrmann@visionms.net](mailto:dherrmann@visionms.net)

Vision Software and Professional Services for:  
**The City of Omak**

<u>Software:</u>	<u>Cost</u>	<u>Software Assurance</u>
Vision Receivables	\$4,000.00	\$ 600.00
Preferred Customer Discount	-\$1,000.00	
Vision Reporting Services	Included	Included
Vision Positive Pay Module	<u>\$ 500.00</u>	\$ 75.00
<b>Total Software</b>	<b><u>\$3,500.00</u></b>	<b><u>\$ 675.00</u></b>
 <b><u>Professional Services:</u></b>		
Training – Receivables	\$ 500.00	
Remote Implementation – Positive Pay	<u>\$ 150.00</u>	
 <b>GRAND TOTAL</b>	 <b><u>\$4,150.00</u></b>	

*(Pricing Valid for 90 Days)*

**Contract Notes:**

1. Travel expenses will be billed after scheduled Software is installed.
2. Microsoft SQL Server 2012 Standard Edition or higher is required for Software. If the Licensee owns Microsoft SQL Server, this can be set up for Software. If Licensee needs to purchase Microsoft SQL Server 2016, the approximate cost is \$800 for the initial license and \$180 for each additional user.
3. Sale of Software is subject to the below described Software License Agreement.
4. The cost for data conversion is an estimate, actual cost will be determined after completing a review of Licensee’s data. Actual costs will be agreed upon by Developer and Licensee before the conversion begins.
5. There will be no additional cost added to your 2019 Vision Utilities Base Software Assurance amount.





**Vision Municipal Solutions, LLC**

PO Box 28429

Spokane, WA 99228

Phone (509) 315-8845 Fax (888)223-6007

Website: [www.visionms.net](http://www.visionms.net) Email: [dherrmann@visionms.net](mailto:dherrmann@visionms.net)

## Software License Agreement between the City of Omak and Vision Municipal Solutions, LLC

This Software License Agreement ("Agreement") is made by and between **Vision Municipal Solutions, LLC** ("Developer") and the City of Omak ("Licensee").

Developer has developed and licenses to users its Software programs marketed and sold under the name "Vision Utility Billing 2," "Vision Licenses", "Vision Receivables" and/or "Vision Reporting Services" (collectively, "Software").

Licensee desires to utilize a copy of the Software.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Developer and Licensee agree as follows:

### 1. License:

Developer hereby grants to Licensee a perpetual, non-exclusive, non-transferable, and irrevocable license to use the Software at the City of Omak, on the terms, and subject to the conditions, set forth herein.

### 2. Restrictions:

Licensee shall not modify Software source code, duplicate, copy or reproduce Software, transfer or convey Software, or any right in Software, to any third party without the express, prior written consent of Developer. Notwithstanding the foregoing, Licensee may make copies of Software for backup or archival purposes.

### 3. License Fee:

For and in consideration for the grant of the herein license and the use of Software, Licensee agrees to pay Developer the sum of \$3,500.00 plus any and all applicable sales or use tax.

### 4. Warranty:

A. Developer hereby represents and warrants to Licensee that Developer is the sole owner of the Software or otherwise has the right to grant to Licensee the rights to use Software.

B. For a period of one year (365 days) following the installation of Software to Licensee, Developer warrants that Software shall perform in all material respects according to Developer's specifications. In the event of any breach or alleged breach of this warranty, Licensee's sole and exclusive remedy shall be that Developer shall correct Software so that it operates according to the warranty. This warranty shall not apply if (i) Software is in anyway modified by Licensee, (ii) if Software is used improperly, including, without limitation, improper data entry, (iii) Software is not used with appropriate computer equipment, or (iv) if Software is used on operating systems or environments not approved by Developer.



**Vision Municipal Solutions, LLC**

PO Box 28429

Spokane, WA 99228

Phone (509) 315-8845 Fax (888)223-6007

Website: [www.visionms.net](http://www.visionms.net) Email: [dherrmann@visionms.net](mailto:dherrmann@visionms.net)

**5. Annual Software Assurance Program Schedules:**

The Software Assurance Program includes telephone support, email support, and on-line programs provided by Developer and product updates and enhancements to include any standard reports added to the system. Licensee will be required to have a high-speed internet connection for Software updates and allow Developer the right to remote access for program updates and maintenance work when required. As part of the Software Assurance Program, Developer shall provide to Licensee any new, corrected, or enhanced versions of Software as created by Developer. Such enhancements shall include, but shall not be limited to, all modifications to Software that increase the performance, efficiency, or ease of use of the Software, or add additional capabilities or functionality to the Software. "Enhancements" do not include any customizations to Software requested by Licensee, which shall be quoted on a per-job basis at Developer's then hourly rate (currently, \$125.00 per hour, but such rate is subject to change).

Developer shall bill Licensee on an annual basis, payable in advance, for the Software Assurance Program, at Developer's then current rates.

**6. Payment and acceptance:**

Payment for Software, hardware, and installation services shall be made by Licensee after all items contracted for have been delivered and Licensee has deemed all Software, hardware, and installation services delivered and accepted.

**7. Limitation of Liability:**

Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential, or other indirect damages, whether based on lost revenue or otherwise. In no event shall Developer's liability hereunder exceed the amount of license fees paid by Licensee regardless of whether Licensee's claim is based on contract, strict liability, or product liability.

**8. Installation Travel Expenses billed to the customer:**

Licensee shall reimburse Developer for any and all travel expenses associated with the installation of Software at Licensee's site. If Developer uses Developer's vehicles (or Developer's employees use personal vehicles) Licensee shall reimburse Developer for mileage at then applicable IRS rates. If Developer (or employees of Developer) use a rental car, Licensee shall reimburse Developer for the actual rental car rate and actual gas charged. Licensee shall reimburse Developer for any and all per diem charges at the then current state published rate. Licensee shall reimburse Developer if Developer's employees are required to stay overnight.



**Vision Municipal Solutions, LLC**

PO Box 28429

Spokane, WA 99228

Phone (509) 315-8845 Fax (888)223-6007

Website: [www.visionms.net](http://www.visionms.net) Email: [dherrmann@visionms.net](mailto:dherrmann@visionms.net)

**Acceptance of Agreement:**

**Vision Municipal Solutions, LLC.**

A handwritten signature in black ink that reads "Craig Lodgard". The signature is written over a horizontal line.

Accepted By (Signature)

Craig Lodgard

Printed Name

Managing Member

Title:

12/28/18

Date

**City of Omak**

Accepted By (Signature)

Printed Name

Title

Date





**INTEROFFICE MEMORANDUM**

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**TO:** MAYOR GAGNÉ  
OMAK CITY COUNCIL

**FROM:** KEVIN BOWLING, FIRE CHIEF

**SUBJECT:** RESOLUTION 06-2019-APPROVING AN INTERAGENCY AGREEMENT WITH THE  
WASHINGTON STATE PATROL FOR FIRE SERVICE MOBILIZATION

**DATE:** JANUARY 7, 2019

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The attached Resolution 06-2019, Interagency Agreement Between Washington State Patrol and the City of Omak fore Reimbursable Costs in the Event of a State Fire Service Mobilization is forwarded for your consideration.

The Washington State Patrol is the agency that has authority to implement the Washington State Fire Services Resource Mobilization Plan. This Interagency Agreement provides the legal agreement that will provide for reimbursement of our costs if the event our Fire Department is utilized on a Sate Mobilization.

I approve this ordinance and respectfully request adoption.

**RESOLUTION NO. 06-2019**

**INTERAGENCY AGREEMENT BETWEEN  
WASHINGTON STATE PATROL  
AND THE CITY OF OMAK FOR  
REIMBURSABLE COSTS IN THE EVENT OF A  
STATE FIRE SERVICE MOBILIZATION**

**WHEREAS**, the City Council of the City of Omak, Washington passed Resolution No. 02-2014 on January 21, 2014, approving an Interagency Agreement between the City and Washington State Patrol for reimbursable costs in the event of the declaration of a **Washington State Fire Services Resource Mobilization Plan**; and

**WHEREAS**, the period of performance for that Agreement was January 1, 2014 through December 31, 2018; and

**WHEREAS**, the Washington State Patrol has provided another agreement with the period of performance beginning January 1, 2019 and ending December 31, 2023.

**NOW, THEREFORE, BE IT RESOLVED, THE CITY COUNCIL FOR THE CITY OF OMAK** does hereby approve the Interagency Agreement with the Washington State Patrol for the City's inclusion in the **Washington State Fire Services Resource Mobilization Plan**, a copy of which is attached as Exhibit "A". The Mayor is hereby authorized and directed to execute the same for and on behalf of the City and the City Clerk is authorized and directed to attest her signature.

**INTRODUCED** and passed this 7th day of January, 2019.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

INTERAGENCY AGREEMENT  
BETWEEN  
STATE OF WASHINGTON  
WASHINGTON STATE PATROL  
AND  
OMAK FIRE DEPARTMENT

This Interagency Agreement (Agreement), pursuant to RCW 43.43.960 through RCW 43.43.964 (State Fire Service Mobilization) and Chapter 39.34 RCW (Interlocal Cooperation Act), is made and entered into by and between the Washington State Patrol, hereinafter referred to as "WSP," and the Omak Fire Department, a statutorily authorized fire agency within the State of Washington, hereinafter referred to as "Fire Agency."

The purpose of this Agreement is to provide for the reimbursement of allowable Fire Agency costs incurred while its assets are mobilized in accordance with RCW 43.43.960 through RCW 43.43.964 and the Washington State Fire Services Resource Mobilization Plan (Mobilization Plan). The Mobilization Plan and any subsequent versions adopted pursuant to RCW 43.43.962 are incorporated herein by this reference.

Therefore, it is mutually agreed that:

- 1. Mobilization Plan.** The Mobilization Plan provides a process to quickly notify, assemble and deploy fire service personnel and equipment to any local fire jurisdiction in Washington State that has expended all local and mutual aid resources in attempting to manage, mitigate and control an emergency incident or situation for the protection of life and property. If the Fire Agency responds with its available assets to an incident mobilization, both parties shall comply with the procedures detailed in the Mobilization Plan.
- 2. Period of Performance.** The period of performance of this Agreement begins on Date of Execution and ends on December 31, 2023 unless terminated sooner as provided herein.
- 3. Billing Procedures.** WSP shall reimburse the Fire Agency upon the receipt of properly executed claim forms submitted by the Fire Agency according to the Mobilization Plan. Claims for payment submitted by the Fire Agency to WSP for costs due and payable under this Agreement shall be paid by WSP if received by WSP within 45 days from the end of each respective fire mobilization. The Fire Agency is required to be registered as a Statewide Payee prior to submitting a request for payment under this Contract. The Washington State Department of Enterprise Services (DES) maintains the Statewide Payee Registration System; to obtain registration materials go to <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.
- 4. Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
- 5. Records Maintenance.** Both parties shall maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Both parties shall retain all books, records, documents, and other material relevant to this Agreement for six (6)



years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

6. **Agreement Management.** The work described herein shall be performed under the coordination of Chief of Omak Fire Department, and Assistant State Fire Marshal Melissa Gannie of WSP, or their successors. They shall provide assistance and guidance to the other party necessary for the performance of this Agreement.
7. **Hold Harmless.** Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing under this Agreement.
8. **Agreement Alterations and Amendments.** This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
9. **Termination.** Either party may terminate this Agreement upon thirty (30) calendar days' written notification to the other party. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance prior to the effective date of termination.
10. **Appeals of Denied Claims.** In the event that WSP denies payment of claim(s) submitted by the Fire Agency under this Agreement, the Fire Agency may appeal the denial according to the Mobilization Plan. The process contained in the Mobilization Plan is the sole administrative recourse available to the Fire Agency for the appeal of denied claims.
11. **Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
  1. Applicable federal and state statutes and regulations;
  2. Terms and Conditions contained in this Agreement
  3. Any other provisions of the Agreement, whether incorporated by reference or otherwise.
12. **All Writings Contained Herein.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

FOR:  
OMAK FIRE DEPARTMENT

FOR:  
WASHINGTON STATE PATROL

\_\_\_\_\_  
Signature  
Chief, or Designee  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Simon Tee, Grants and Contracts Manager  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 2/5/2008

PLEASE  
DO NOT  
STAPLE



Office of Financial Management  
Better information. Better decisions. Better government. Better Washington.

PRINT FORM

Statewide Payee Registration  
Washington State

PLEASE READ BEFORE PROCEEDING

- The legal name on both forms must match each other and the legal name on file with the IRS.
- Please use **dark blue or black ink** when signing, or if filling out the forms by hand.
- Please fill out this form (**both pages**) in its entirety, even if some information has not changed.
- A 9-digit US taxpayer identification number (either SSN or EIN) is required on **both** forms.

If you know your Statewide Vendor Number, enter it here: SWV

STEP 1: Enter information about the payee and contact person

Legal Name of Payee as it appears on federal tax forms (see W-9)	SSN	OR	EIN
Business Name, if different from Legal Name above – e.g. Doing Business As (DBA) Name	Contact Person		
Mailing Address	( ) - Ext.		
City, State and Zip Code	Contact Telephone Number		
	( ) -		
	Contact Fax Number		
Email to receive Statewide Vendor Number and payment notifications	STATE USE ONLY Agy#/Owner-Int./System/Identifier		
Type of Business (If Non Profit or Tax Exempt, please submit your determination letter)			

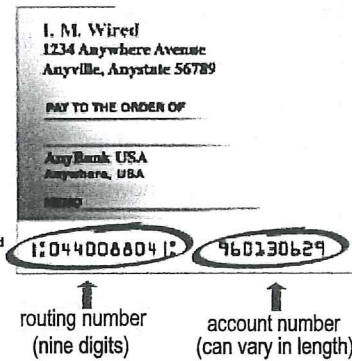
STEP 2: Select Payment Option:

- Direct Deposit to bank (recommended) or  Check in US mail (terminates any previous banking information on file)

STEP 2a: For Direct Deposit, complete all fields below and sign

In addition to providing your banking information on this form, you may also attach a voided check.

Financial Institution Name – must be a US institution	( ) -
Financial Institution Phone Number	This account is:
Routing Number – see example at right	<input type="checkbox"/> Checking <input type="checkbox"/> Savings
Account Number – see example at right	Will default to Checking if no option is checked



Account Type:  PPD (Personal)  CCD (Corporate/Business)

Will default to CCD if no option is checked

Authorization for Direct Deposit:

I hereby authorize and request the Office of Financial Management (OFM) and the Office of the State Treasurer (OST) to initiate credit entries for payee payments to the account indicated above, and the financial institution named above is authorized to credit such account. I agree to abide by the National Automated Clearing House Association (NACHA) rules with regard to these entries. Pursuant to the NACHA rules, OFM and OST may initiate a reversing entry to recall a duplicate or erroneous entry that they previously initiated. I understand that, if a reversal action is required, OFM will notify this office of the error and the reason for the reversal. This authority will continue until such time OFM and OST have had a reasonable opportunity to act upon written request to terminate or change the direct deposit service initiated herein.

Authorized Representative (Please Print) (Not to be signed by your financial institution)	Title
SIGNATURE of Authorized Representative (No stamped or electronic signatures please)	Date