











**AGENDA**  
**OMAK CITY COUNCIL MEETING**  
**Monday, November 18, 2019 – 7:00 PM**



**ORIGINAL**

- A. **CALL TO ORDER**
- B. **FLAG SALUTE**
- C. **CITIZEN COMMENTS**
  - 1. Traci Gefre – Department of Ecology
- D. **CORRESPONDENCE AND MAYOR'S REPORT**
  - 1. Affirm Appointment – Library Board – Sue Radek 
- E. **CONSENT AGENDA:**
  - 1. Approval of minutes from November 4, 2019 and November 11, 2019 Budget Workshop
  - 2. Approval of Claims
- F. **PUBLIC HEARING:**
  - 1. Final Hearing - 2020 Budget
- G. **NEW BUSINESS:**
  - 1. Ord. 1883 – Amend OMC Chapter 14.12 - Building Construction 
  - 2. Ord. 1884 – Amend OMC Chapter 2.28.011 – Omak Planning Commission Meeting Day/Time 
  - 3. Ord. 1885 – 1<sup>st</sup> Read - Final 2020 Budget
  - 4. Res. 72-2019 – Approve Agreement with Narcotic Task Force 
  - 5. Res. 73-2019 – Approve Amendment – Professional Services Agreement - Highlands Assoc. 
  - 6. Res. 74-2019 – Approve Extension of the General Engineering Contract - Gray & Osborne, Inc 
  - 7. Res. 75-2019 – Approve Subscription Service Agreement with QT POD, LLC 
  - 8. Res. 76-2019 – Accepting the CDBG Contract 
  - 9. Res. 77-2019 – Designating an Official Newspaper for the City of Omak in 2020 
  - 10. Res. 78-2019 – Adopting 2020 Fee Schedule 
- I. **OTHER BUSINESS:**
  - 1. Council Committee Reports
  - 2. Staff Reports

 **Action by City Council**

CERTIFICATE OF APPOINTMENT

STATE OF WASHINGTON )
( ss.
County of Okanogan )

I, Cindy Gagné, the Mayor and/or members of the City Council of Omak, County of Okanogan, State of Washington, reposing confidence in Sue Radek, of the County of Okanogan, State of Washington, do hereby appoint and constitute said Sue Radek as a Library Board Member of the City of Omak, County of Okanogan, State of Washington, until revoked by us, which said appointment shall thereafter cease and be null and void.

In witness whereof, (I) (WE) have hereunto set our hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Members of the City Council
City of Omak, Washington

STATE OF WASHINGTON )
( ss.
County of Okanogan )

I, Sue Radek, the person named in the above and foregoing Certificate of Appointment and the person who has been appointed to the office of the Omak Library Board Member, of the City of Omak, County of Okanogan, State of Washington, do solemnly swear that I am a citizen of the United States, and of the State of Washington and the County of Okanogan therein; That I will support the Constitution of United States and of the State of Washington and all laws made pursuant thereto, and will, to the best of my ability, judgment and skill, faithfully, diligently and impartially perform the duties of my office in and for the City of Omak, County of Okanogan, State of Washington.
SO HELP ME GOD!

\_\_\_\_\_  
Library Board Member

Subscribe and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor, City of Omak

# MEMORANDUM

To: Cindy Gagné, Mayor  
Omak City Council

From: Tyler Wells  
Building Official / Permit Administrator

Date: November 18, 2019

Subject: Ordinance 1883 Updating OMC Chapter 14 Building Construction

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The Attached Ordinance 1883, An Ordinance of The Omak City Council, Adopting Amendments to Chapter 14.12.020, 14.12.080 of the City of Omak Municipal Code, is forwarded for your consideration.

The City of Omak has adopted by reference the 2015 (IBC) International Building Code, and 2015 (IRC) Residential Building Code. There are presently conflicts between the (OMC) Omak Municipal Code and these adopted codes.

OMC states when conflicts between codes arise the general requirements shall apply. IBC & IRC states when conflicts arise the most restrictive code requirements shall apply.

Washington state amendments to the IBC and IRC require ice guard underlayment installation on various types of roofing projects. OMC states ice guard is not required.

This is a simple wording change to correct conflicts and clarify code regulations.

I support the passage of this Ordinance

**ORDINANCE No. 1883**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OMAK,  
WASHINGTON, ADOPTING AMMENDMENTS TO CHAPTERS 14.12.020,  
14.12.080 OF THE CITY OF OMAK MUNICIPAL CODE.**

**WHEREAS**, the City of Omak adopted by reference the 2015 International Building Code, and 2015 Residential Building Code by passage of Ordinance 1831; and

**WHEREAS**, conflict between Omak Municipal Code (OMC), and the building codes adopted by reference exist; and

**WHEREAS**, Amendments to Title 14 of the Omak Municipal Code are needed to correct conflicts and clarify code regulations.

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

**Section 1. Repeal Section 14.12.020 General requirements for all referenced codes.**

**Repeal:**

**14.12.020 General requirements for all referenced codes.**

(a) Conflict Between Codes. Whenever there is a conflict between a referenced code in Section 14.12.010 of this chapter and the general requirements contained in this section, the general requirements shall apply.

(b) Design Requirements.

Ground Snow Load	Wind Speed (gust)	Seismic Design Category	Weathering	Frost Line Depth	Termites	Decay	Winter Design Temp.	Ice Shield Underlay	Flood Hazards	Air Freeze Index	Mean Annual Temp.
40 lbs./ft.	85 mph	C	Severe	24"	Slight to Moderate	None to Slight	10°	No	1982	1232	

\* Minimum roof snow load to be 32 lbs./ft. in the City of Omak

(c) Professional Preparation of Plans. The City of Omak may require a Washington-licensed design professional, licensed under the provisions of RCW 18.08, WAC 308-12 or RCW 18.43 to

prepare or oversee the preparation of plans for any building or structure containing five or more residential dwelling units or doing design work including preparing construction contract documents and administering the contract for construction, erection, enlargement, alteration, or repairs of or to a building of any occupancy over four thousand square feet of construction.

(d) Construction Plans. All submitted construction documents must be of sufficient detail to show the entire project with emphasis on the following:

- (1) Structural integrity;
- (2) Life safety;
- (3) Architectural barriers (ADA handicap compliance);
- (4) Compliance with all codes having jurisdiction;
- (5) Scope of work;
- (6) Special inspection requirements and protocols;
- (7) Deferred submittal schedule.

In general, the amount of detail required will vary, depending on the nature and complexity of the project. (Ord. 1520 § 2, 2004).

**Replace with:**

**14.12.020 General requirements for all referenced codes.**

(a) Conflict Between Codes. Whenever there is a conflict between a referenced code in Section 14.12.010 of this chapter and the general requirements contained in this section, the most restrictive code requirements shall apply.

(b) Design Requirements.

Ground Snow Load	Wind Speed (gust)	Seismic Design Category	Weathering	Frost Line Depth	Termites	Decay	Winter Design Temp.	Ice Shield Underlay	Flood Hazards	Air Freeze Index	Mean Annual Temp.
40 lbs./ft.	85 mph	C	Severe	24"	Slight to Moderate	None to Slight	10°	Yes	1982	1232	

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(d) Construction Plans. All submitted construction documents must be of sufficient detail to show the entire project with emphasis on the following:

- (1) Structural integrity;
- (2) Life safety;
- (3) Architectural barriers (ADA handicap compliance);
- (4) Compliance with all codes having jurisdiction;
- (5) Scope of work;
- (6) Special inspection requirements and protocols;
- (7) Deferred submittal schedule.

In general, the amount of detail required will vary, depending on the nature and complexity of the project. (Ord. 1520 § 2, 2004).

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**Section 2. Repeal Section 14.12.080 Floodplain Development.**

**Repeal:**

**14.12.080 Floodplain development.**

All development within a designated floodplain located in the city of Omak jurisdiction shall comply with Chapter 14.28 of Omak Municipal Code and the construction specifications detailed in the 2003 IRC Section R323 Flood-Resistant Construction as amended. (Ord. 1520 § 7, 2004).

**Replace with:**

**14.12.080 Floodplain development.**

All development within a designated floodplain located in the city of Omak jurisdiction shall comply with Chapter 14.28 of Omak Municipal Code and the construction specifications detailed in the most currently adopted IRC Chapter 3 Flood-Resistant Construction as amended. (Ord. 1520 § 7, 2004).

**Section 3.** This ordinance shall become effective from and after its passage by a majority vote of the City Council, approval by the Mayor, and five days after publication of a summary of the ordinance, as required by law.

**APPROVED AND ADOPTED** by the City Council of the City of Omak, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagne, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

Filed with City Clerk: \_\_\_\_\_  
Passed by City Council: \_\_\_\_\_  
Date Published: \_\_\_\_\_  
Date Effective: \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, the City Council of the City of  
Omak passed Ordinance No.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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



**LETTER OF TRANSMITTAL**

Date: November 7, 2019  
To: Omak City Council  
From: Sheila Harrison, Chair  
Omak Planning Commission  
Re: Meeting Date and Time Change

Dear Council Members;

The Omak Planning Commission, in regular session November 7, 2019 discussed changing the meeting date and time of the regular meetings.

The Commission acted on the following motion:

**“Commissioner Potter moved, seconded by Commissioner Munding to recommend to the City Council that the date and time for Planning Commission meetings contained in Chapter 2.28 OMC be changed to the first Tuesday of the month, at 5:30 P.M.**

Motion carried.

The Planning Commission appreciates the opportunity to review this petition.

Sincerely,



Sheila Harrison, Chair  
Omak Planning Commission

KD/ams

Attachments

**ORDINANCE NO. 1884**

**AN ORDINANCE AMENDING SECTION 2.28.011 OF THE OMAK MUNICIPAL CODE PLANNING COMMISSION MEETING DAY AND TIME**

**WHEREAS**, The City Planning Commission plays an essential role in the revision of the comprehensive plan, local land use regulations including zoning and subdivision code for the City of Omak; and

**WHEREAS**, the Planning Commissioners have identified a more convenient time to meet.

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

**Section 1.** Section 2.24.035 of the Omak Municipal Code which reads as follows:

2.28.011 Meetings

Regular Meetings of the planning commission of the City of Omak shall be held on the first Wednesday of each month at the hour of seven p.m. in the city council chambers, City Hall, city of Omak, Okanogan county, Washington.

***Is hereby amended to read as follows:***

2.28.011 Meetings

Regular Meetings of the Planning Commission of the City of Omak shall be held on the first **Tuesday** of each month at the hour of **five-thirty p.m.** in the Omak City Council Chambers, City Hall, City of Omak, Okanogan County, Washington.

**Section 2.** This ordinance shall become effective after its passage by the Council, approval by the Mayor, and five days after publication of this ordinance, or a summary, as provided by law.

**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

Filed with City Clerk: \_\_\_\_\_  
Passed by City Council: \_\_\_\_\_  
Date Published: \_\_\_\_\_  
Date Effective: \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, the City Council of the City of Omak passed Ordinance No. 1884.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

## MEMORANDUM

To: Omak City Council  
Cindy Gagnè, Mayor

From: Todd McDaniel

Date: November 18, 2019

Subject: \* First Read \* Ordinance 1885 Adopting the 2020 Budget

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The Attached **Ordinance 1885- Adopting the Budget for the City of Omak, Washington, for the Fiscal Year Ending December 31, 2020**, is forwarded for your consideration.

This Ordinance adopts the budget for fiscal year 2020. The 2020 budget document fairly estimates all revenues and expenditure, necessary to perform essential government services.

There are no significant changes to this document since the November 12<sup>th</sup> Budget Workshop.

I approve this Ordinance and urge it Adoption

**ORDINANCE NO. 1885**

**AN ORDINANCE ADOPTING THE BUDGET FOR THE  
CITY OF OMAK, WASHINGTON, FOR THE  
FISCAL YEAR ENDING DECEMBER 31, 2020**

**WHEREAS**, the Mayor of the **CITY OF OMAK**, Washington completed and placed on file with the City Clerk, a proposed budget and estimate of the amount of the moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of said **CITY** for the fiscal year ending December 31, 2020, and notices were published that the Council of the said **CITY** would meet on the 18th day of November, 2019, at the hour of 7:00 P.M. for the final 2020 budget Public Hearing in the Council Chambers at the City Hall of said **CITY**, for the purpose of making a budget for said fiscal year and giving taxpayers within the limits of Omak an opportunity to be heard upon said budget; and

**WHEREAS**, the City Council did meet at said time and place and did then consider the matter of said proposed budget; and

**WHEREAS**, the said proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the **CITY OF OMAK** for the purposes set forth in said budget; and

**WHEREAS**, the estimated expenditures set forth in said budget being all necessary to carry on the government of said **CITY** for said year and being sufficient to meet the various needs of said **CITY** during said period.

**NOW, THEREFORE**, the City Council of the **CITY OF OMAK** do ordain as follows:

**Section 1.** The budget for the **CITY OF OMAK**, Washington for the Year 2020 is hereby adopted at the fund level in its final form and content as set forth in the document entitled **City of Omak Final 2020 Budget**, copies of which are on file in the Office of the City Clerk.

**Section 2.** Estimated resources for each separate fund for the City of Omak, and aggregate expenditures for all such funds for the year 2020 are set forth in summary form, as shown in "Exhibit A", and are hereby appropriated for expenditure at the fund level during the Year 2020 as set forth in the **City of Omak Final 2020 Budget**.

**Section 3.** The City Clerk is directed to transmit a certified copy of the budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

**Section 4.** The ordinance shall be in force and take effect five (5) days after its publication according to law.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR** this 2<sup>nd</sup> day of December, 2019.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM**

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

1<sup>ST</sup> Reading: \_\_\_\_\_  
2<sup>nd</sup> Reading: \_\_\_\_\_  
Filed with City Clerk: \_\_\_\_\_  
Passed by City Council: \_\_\_\_\_  
Date Published: \_\_\_\_\_  
Date Effective: 1/1/2020

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, the City Council of the City of Omak passed Ordinance No. 1885, which was published in full text on the date stated above.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

## Exhibit "A"

### ORDINANCE 1885 2020 CITY OF OMAK BUDGET

#### SUMMARY OF REVENUES AND EXPENDITURES BY FUND

Fund	Beginning Fund Balance	2020 Revenue	2020 Expenditures	Ending Fund Balance
<b>Current Expense Fund</b>	\$ 1,523,077	\$ 3,983,363	\$ 4,467,210	\$ 1,039,231
<b>Special Revenue Funds</b>				
City Streets	\$ 410,953	\$ 2,004,315	\$ 2,237,948	\$ 177,321
Cemetery	\$ 12,613	\$ 84,495	\$ 70,527	\$ 26,581
Library	\$ 48,650	\$ 147,887	\$ 140,897	\$ 55,640
Hotel/Motel Tax	\$ 148,873	\$ 161,500	\$ 222,855	\$ 87,518
Block Grant	\$ 108,467	\$ 500	\$ 108,967	\$ -0-
Stampede Arena	\$ 257,810	\$ 77,500	\$ 66,088	\$ 269,222
Drug Enforcement	\$ 2,672	\$ 6,050	\$ 5,600	\$ 3,122
<b>Total Special Revenue Funds</b>	<b>\$ 990,038</b>	<b>\$ 2,482,247</b>	<b>\$ 2,852,882</b>	<b>\$ 619,404</b>
<b>Capital Improvement Fund</b>				
Real Estate Excise Tax	\$ 103,032	\$ 40,750	\$ -0-	\$ 143,782
<b>Proprietary Funds</b>				
Water	\$ 1,219,135	\$ 2,688,025	\$ 2,859,072	\$ 1,048,088
Water Reserve	\$ 487,891	\$ 4,250	\$ -0-	\$ 492,141
Sewer	\$ 2,844,928	\$ 3,115,000	\$ 5,591,831	\$ 368,097
Sewer Reserve	\$ 1,031,285	\$ 10,000	\$ 300,000	\$ 741,285
Garbage	\$ 186,805	\$ 1,218,625	\$ 1,228,099	\$ 177,331
Storm Drain	\$ 204,300	\$ 712,367	\$ 725,806	\$ 190,861
Airport	\$ 89,341	\$ 772,685	\$ 762,182	\$ 99,844
<b>Total Proprietary Funds</b>	<b>\$ 6,063,685</b>	<b>\$ 8,520,952</b>	<b>\$ 11,466,990</b>	<b>\$ 3,117,647</b>
<b>Internal Service Funds</b>				
Equipment Rental Operations	\$ 66,746	\$ 811,338	\$ 752,870	\$ 125,214
Equipment Rental Capital Purchases	\$ 1,157,521	\$ 323,371	\$ 926,152	\$ 554,740
<b>Total Internal Service Funds</b>	<b>\$ 1,224,267</b>	<b>\$ 1,134,709</b>	<b>\$ 1,679,022</b>	<b>\$ 679,954</b>
<b>Fiduciary Funds</b>				
State Building Permit Fees	\$ 299	\$ 225	\$ -0-	\$ 524
State Agency Deposits	\$ 1,252	\$ -0-	\$ -0-	\$ 1,252
<b>Total Fiduciary</b>	<b>\$ 1,551</b>	<b>\$ 225</b>	<b>\$ -0-</b>	<b>\$ 1,776</b>
<b>Permanent Funds</b>				
Cemetery Endowment	\$ 170,949	\$ -0-	\$ -0-	\$ 170,949
<b>Revolving Travel Fund</b>				
Advanced Travel	\$ 2,000	\$ -0-	\$ -0-	\$ 2,000
<b>Total All Funds</b>	<b><u>\$10,078,599</u></b>	<b><u>\$16,162,246</u></b>	<b><u>\$20,466,104</u></b>	<b><u>\$ 5,774,743</u></b>



**INTEROFFICE MEMORANDUM**

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**TO:** MAYOR GAGNÉ  
OMAK CITY COUNCIL

**FROM:** JEFF KOPLIN, POLICE CHIEF

**SUBJECT:** RES. 72-2019—AUTHORIZING NARCOTIC TASK FORCE AGRMT.

**DATE:** NOVEMBER 18, 2019

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The attached **Resolution 72-2019-Authorizing the Operational Agreement Between North Central Washington Narcotics Task Force and the City of Omak for 2020**, is forwarded for your consideration.

This Resolution Authorizes the Mayor to execute the agreement for 2020. There are no changes to the agreement and the membership dues for the inclusion remain \$5,300 a year.

I request Council approval of Resolution 72-2019.



**RESOLUTION NO. 72-2019**

**OPERATIONAL AGREEMENT BETWEEN  
NORTH CENTRAL WASHINGTON NARCOTICS TASK FORCE  
AND THE CITY OF OMAK FOR 2020**

THE CITY COUNCIL OF THE CITY OF OMAK, Washington do hereby resolve that the North Central Washington Narcotics Task Force Operational Agreement, between the CITY OF OMAK, a municipal corporation, and NORTH CENTRAL WASHINGTON NARCOTICS TASK FORCE, (NCWNTF) effective from January 1, 2020 through December 31, 2020, is attached as "Exhibit A", and the Mayor is hereby authorized and directed to execute the same for and on behalf of the CITY; and the City Clerk is authorized and directed to attest her signature.

INTRODUCED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# NORTH CENTRAL WASHINGTON

## NARCOTICS TASK FORCE

### OPERATIONAL AGREEMENT

THIS OPERATIONAL AGREEMENT is entered into pursuant to RCW 10.93 and RCW 39.34 and describes the duties and responsibilities of each jurisdiction and the operation of the North Central Washington Narcotics Task Force (NCWNTF). The participating jurisdictions are listed in Attachment A. This Agreement shall supersede all previous Task force Agreements upon its execution.

#### I. PROJECT DESCRIPTION

- 1.1 The North Central Washington Narcotics Task Force shall operate within the participating jurisdictions. The Task Force shall continue to be composed of personnel assigned from federal law enforcement agencies, the Washington State Patrol, law enforcement agencies within the counties, tribal law enforcement and the prosecutors' offices.
- 1.2 Each agency will participate for a period effective January 1, 2020 through the end of December 31, 2020.

#### II. BOARD OF DIRECTORS AND STRUCTURE OR ORGANIZATION

- 2.1 Overall governance of the NCWNTF's operations, including the setting of investigative priorities and general operating procedures as outlined in the task force grant, will be vested in a Board of Directors consisting of the chief law enforcement officer or agent from each participating jurisdiction including state and federal and the Okanogan and Ferry

County Prosecutors. The participating jurisdictions recognize that two or more jurisdictions may employ the same chief law enforcement officer or agent. In such event, the chief law enforcement officer or agent shall be entitled to cast a vote for each represented jurisdiction.

- 2.2 Each jurisdiction represented on the Board or by members of the Board of Directors shall have an equal vote in the conduct of its business. A quorum at a scheduled board meeting shall constitute seven votes. Each Board member may designate a subordinate to attend any particular Board meeting, which designee shall have full voting authority. When the board votes on any matter, a majority of those voting at a duly called meeting at which a quorum is present shall be required to conduct business. The Board shall have the authority to act and amend the policies and procedures which govern the actions of the Task Force.
- 2.3 The Board of Directors may assign or delegate such duties as it chooses to an Executive Committee selected from its members. The Executive Committee shall consist of three members of the Board who shall be appointed by the Chairperson.
- 2.4 The Board of Directors shall elect a chairperson from among its members to serve for one year. The Board of Directors shall meet at least four times a year. The chairman shall have the authority to call a special meeting of the board upon at least seven days notice to each board member.
- 2.5 The Board of Directors shall designate a Task Force Commander and a Financial Coordinator for the North Central Washington Narcotics Task

Force. All persons assigned to the NCWNTF shall work under the immediate supervision and direction of the Task Force Commander. In the event that the Task Force Commander or the Financial Coordinator is gone for an extended period of time, the Executive Board will meet to determine a temporary replacement of that position. All persons assigned to the NCWNTF shall adhere to the rules and regulations as set forth in the NCWNTF's Policy and Procedures Manual, as well as their individual departmental rules, policies and procedures.

- 2.6 Personnel assigned to or otherwise participating in activities of the NCWNTF shall be deemed to be continuing under the employment of the jurisdiction assigning said individuals, or otherwise permitting their participation, and said subject employer(s) jurisdiction(s) shall remain liable for all acts or neglect of their said employee(s) and each such employer jurisdiction further agrees to indemnify and hold harmless all of the other jurisdictions/parties to this agreement, including their officers, agents and employees from all damages of every kind and nature whatsoever that may be claimed or accrued by reason of the acts or neglect of their assigned and/or participating employee(s).
- 2.7 Employees hired directly by the NCWNTF shall be special employees of the Okanogan County Sheriff's Office and are exempt from Civil Service hiring. Guild membership is allowed to obtain the sheriff's office medical and dental benefits only – as approved by the Guild.
- 2.8 Any duly sworn peace officer, while assigned to duty with the NCWNTF as herein provided and working at the direction of the Executive Board, its

chairperson, and the Task Force Commander, shall have the same powers, duties, privileges and immunities as are conferred upon him/her as a peace officer in the participating jurisdictions that employ him/her.

- 2.9 Participating agencies may withdraw from the NCWNTF by written statement of termination directed to the chairperson of the Board. Termination of an agency's participation will take place automatically thirty (30) days after receipt of such written notice or immediately upon written notification that said agency is unable to sustain the required funding.

### III. CONTEMPLATED NCWNTF TASKS

- 3.1 The general priority will be to continue investigations centering on narcotics trafficking, attempting to impact the highest-level dealers and wholesalers possible. When a determination of specific priorities must be made, the Board will direct the Task Force Commander. The NCWNTF will be responsible for accomplishing the Board's objectives.

### IV. NCWNTF OBJECTIVES

- 4.1 This section identifies specific targeted measures to be attained by the North Central Washington Narcotics Task Force during the program year.
- A. Continue to disrupt drug organizations within the participating jurisdictions.
  - B. Continue to gather and report intelligence data relating to illegal drug activities within the participating jurisdictions.
  - C. Continue to make arrests that will impact the highest-level dealer and wholesaler as possible.

- D. Continue to effectively prosecute drug traffickers.
- E. Continue to promote law enforcement cooperation through multi-agency investigations.
- F. Continue to impact drug trafficking organizations.

## V. FINANCIAL COMMITMENT

- 5.1 The agreed contribution fees of each participating jurisdiction are set out in the schedule, which is included as Attachment B. Agencies that are unable to pay all of their participation fee will be reviewed for membership on a case by case basis. Contributions will be monetary unless otherwise approved by the board. The board may impose sanctions such as ineligibility to share multi-agency forfeited assets, equipment distribution and abstaining from the voting process.

## VI. BUDGET

- 6.1 The Financial Coordinator, under the supervision of the Board Chairperson, shall be responsible for the accounting of NCWNTF expenditures.
- 6.2 Forfeited assets will stay with the NCWNTF. The distribution of multi-agency forfeited assets will be decided by the Executive Board. Funds derived from asset forfeitures or court orders shall be held by the Task Force and used to fund its future operations. Equipment purchased with Task Force funds will belong to the NCWNTF. In the event, the NCWNTF is disbanded; such NCWNTF equipment derived from seizures will be distributed in proportion to that agency's contribution, both monetary and in-kind services. However, if less than all agencies terminate, equipment

derived from seizures will remain with the NCWNTF. Any equipment loaned to the NCWNTF by an agency will be returned to that agency.

- 6.3 The NCWNTF will maintain a fund to be used for drug buys and for the purchase of information. This fund will continue to serve as the basis for enforcement work and will not be used for normal expense.

## VII. CONCLUSION

Law enforcement agencies continue to be faced with the responsibility of increased narcotics investigations with decreasing resources. The North Central Washington Narcotics Task Force has proven its ability to make significant impacts on crime. The NCWNTF is an extremely efficient use of law enforcement expenditures. The cost effectiveness of the NCWNTF for city, county and tribal resources is enhanced by the participation of the Okanogan and Ferry County Prosecutor's Offices, the Washington State Patrol, Colville Tribal Police Department and other federal enforcement authorities. This integrated law enforcement approach to narcotics investigations has been proven as a positive approach to combating the increasing lawlessness that surrounds narcotics within our respective counties.

NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

Attachment A  
List of Participating Agencies

City of Okanogan

City of Twisp

City of Brewster

City of Winthrop

City of Coulee Dam

City of Omak

City of Oroville

City of Tonasket

City of Pateros

United States Border Patrol

Washington State Patrol

Colville Tribal Police Department

United States Port of Entry

Okanogan County Sheriff's Office

Okanogan County Prosecuting Attorney's Office

Homeland Security Investigations

Ferry County Prosecuting Attorney's Office

Ferry County Sheriff's Office



NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

Attachment B - Schedule of Cash Contributions

**\$3,300.00**

City of Okanogan

City of Brewster

Ferry County Sheriff's Office

**\$2,300.00**

City of Oroville

City of Pateros

City of Coulee Dam

City of Winthrop

**\$5,300.00**

City of Omak

City of Republic

City of Twisp

City of Tonasket

**\$6,300.00**

Okanogan County Sheriff's Department

NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

Support for Continuation of NCWNTF

\_\_\_\_\_  
MAYOR, City of Pateros

\_\_\_\_\_  
MAYOR, City of Omak

\_\_\_\_\_  
MAYOR, City of Coulee Dam

\_\_\_\_\_  
MAYOR, City of Brewster

\_\_\_\_\_  
MAYOR, City of Oroville

\_\_\_\_\_  
MAYOR, City of Twisp

\_\_\_\_\_  
MAYOR, City of Okanogan

\_\_\_\_\_  
MAYOR, City of Tonasket

\_\_\_\_\_  
MAYOR, City of Winthrop



**INTEROFFICE MEMORANDUM**

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**TO:** MAYOR GAGNÉ  
OMAK CITY COUNCIL

**FROM:** FINANCE DEPARTMENT

**SUBJECT:** RES. 73-2019– AMEND PROFESSIONAL SERVICE AGREEMENT-  
HIGHLANDS ASSOC.

**DATE:** NOVEMBER 18, 2019

---

The attached **Resolution 73-2019, a Resolution Amending the Professional Services Agreement Between Highlands Associates and the City of Omak for Professional Planning Services in 2020**, is forwarded for your consideration.

Council approved a Professional Services Agreement with Highlands Associates in 2010. The agreement has been renewed annually and the compensation and payments have remained the same. After review, Kurt Danison dba Highlands Associates proposed an increase of \$2 for all staff time hourly rates in addition to a mileage increase to .58/mile. There were no changes to the context of the agreement.

If approved, the agreement will be effective January 1, 2020 through 12/31/2020.

I support this Resolution and urge its adoption.

**RESOLUTION NO. 73-2019**

**A RESOLUTION AMENDING THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN HIGHLANDS ASSOCIATES AND THE CITY OF OMAK FOR  
PROFESSIONAL PLANNING SERVICES IN 2020**

**WHEREAS**, the City of Omak entered into a Professional Services Agreement with KURT DANISON dba HIGHLANDS ASSOCIATES for planning services in December of 2010, as approved by Resolution 81-2009; and,

**WHEREAS**, Resolution 81-2009 has been extended by Resolution annually since 2009; and

**WHEREAS**, the Compensation and Payments in Section 4, A were reviewed by the City of Omak and Highlands Associates; and

**WHEREAS**, Highlands Associates proposed an increase of \$2 for all staff time hourly rates, mileage 0.58/mile and no context changes, effective January 1, 2020 through December 31, 2020.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Omak that the 2010 agreement Compensation and Payments to the contract between the City of Omak and Highlands Associates is hereby amended, a copy of which is attached hereto as Exhibit is "A".

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# EXHIBIT A

## 2. CITY Responsibilities:

A. The **CITY** agrees to provide the **CONSULTANT** with all the information, surveys, comments, reports, and professional recommendations requested by the **CONSULTANT** in order to provide its professional services. **CONSULTANT** may reasonably rely on the accuracy and completeness of these items.

B. **CITY** agrees to provide the items described in Article 2.A. and to render decisions in a timely manner so as not to delay the orderly and sequential progress of the **CONSULTANT'S** services.

3. **Agreement Period:** The effective date of this Agreement shall be January 1, 2010. The termination date of this Agreement shall be December 31, 2010.

## 4. Compensation and Payments:

A. The **CITY** shall reimburse the **CONSULTANT** for the services described in Section 1 A above according to following rates unless otherwise agreed to by the **CONSULTANT** and **CITY**.

<u>Staff Time (hourly rate):</u>		<u>Direct Charges:</u>	
Principal Planner	\$70.00	Mileage	\$.55/mile
Senior Associate Planner	\$60.00	Copies	\$0.10/each (single-side)
Associate Planner	\$55.00	Faxes	\$1.00/page
Assistant Planner	\$50.00	Telephone	at cost
Clerical	\$40.00	meals, lodging	at cost
Overhead/Profit/Indirect Rate	25%		

B. Additional Services: Additional services shall be billed at the same rates unless otherwise agreed to by the **CONSULTANT** and **CITY**.

C. The **CONSULTANT** shall prepare an invoice when requesting payment for services and, if appropriate, a statement indicating the type of Additional Services rendered including hours used and direct charges. The **CITY** shall, within 30 days of receipt of such invoice, remit a check to the **CONSULTANT** for the amount requested on the **CONSULTANT'S** invoice or statement unless otherwise agreed upon by both parties.

D. A service charge of 1.5% per month will be charged on all amounts due more than 30 days.

## 5. Evaluation and Monitoring:

A. The **CONSULTANT** shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the **CITY** that is pertinent to the intent of this Agreement.

B. The **CONSULTANT** shall provide the **CITY** with a monthly statement of service rendered on or before the 10<sup>th</sup> day of the month, following the month in which the services were rendered. Said statement shall include an itemized listing of the service rendered, the **CONSULTANT** name and title of who performed the service and the time allocated for said services.

**AGREEMENT BETWEEN THE  
CITY OF OMAK AND  
HIGHLANDS ASSOCIATES**

**THIS AGREEMENT** made and entered into by and between the City of Omak, hereinafter referred to as "CITY" and Kurt Danison, doing business as Highlands Associates hereinafter referred to as "CONSULTANT", witnesses that:

**WHEREAS**, CITY and CONSULTANT are desirous of entering into an agreement to formalize their relationship; and

**WHEREAS**, it would be beneficial to CITY to utilize CONSULTANT as an independent entity to accomplish the services set forth herein and such endeavor would tend to best accomplish the objectives of the local land use planning.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and provisions contained herein, and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

**1. CONSULTANT'S Basic and Additional Services:**

A. The CONSULTANT agrees to provide the CITY the following Basic Services:

- 1) Identifying and analyzing problems and recommending improvements to land use and environmental planning systems or practices that build the CITY's management capacity;
- 2) Provide assistance, advice and guidance to the CITY'S Planning Commission, City Council, Staff and Land Use Examiner, regarding land use permitting and current and long range planning issues (includes: annexations, long and short plats, variances, conditional uses, zoning and comprehensive plan map amendments, shoreline permits, intergovernmental coordination, geographic information system mapping, building permits and related permitting and land use approval processes).
- 3) Provide assistance for various transportation related projects.

B. Additional services, such as preparation of plan amendments, planning documents and grant requests, are beyond the CONSULTANT'S Basic Services. However, such services may be provided if confirmed in writing by the Mayor.

C. CONSULTANT agrees to provide its professional services in accordance with generally accepted standards of its profession.

**2. CITY Responsibilities:**

A. The CITY agrees to provide the CONSULTANT with all the information, surveys, comments, reports, and professional recommendations requested by the CONSULTANT in order to provide its professional services. CONSULTANT may reasonably rely on the accuracy and completeness of these items.

B. CITY agrees to provide the items described in Article 2.A. and to render decisions in a timely manner so as not to delay the orderly and sequential progress of the CONSULTANT'S services.

**3. Agreement Period:** The effective date of this Agreement shall be January 1, 2020. The termination date of this Agreement shall be December 31, 2020.

**4. Compensation and Payments:**

A. The CITY shall reimburse the CONSULTANT for the services described in Section 1 A above according to following rates unless otherwise agreed to by the CONSULTANT and CITY.

<u>Staff Time (hourly rate):</u>		<u>Direct Charges:</u>	
Principal Planner	\$72.00	Mileage	\$0.58/mile
Senior Associate Planner	\$62.00	Copies	\$0.10/each (single-side)
Associate Planner	\$57.00	Faxes	\$1.00/page
Assistant Planner	\$52.00	Telephone	at cost
Clerical	\$42.00	meals, lodging	at cost
Overhead/Profit/Indirect Rate	25%		

B. Additional Services: Additional services shall be billed at the same rates unless otherwise agreed to by the CONSULTANT and CITY.

C. The CONSULTANT shall prepare an invoice when requesting payment for services and, if appropriate, a statement indicating the type of Additional Services rendered including hours used and direct charges. The CITY shall, within 30 days of receipt of such invoice, remit a check to the CONSULTANT for the amount requested on the CONSULTANT'S invoice or statement unless otherwise agreed upon by both parties.

D. A service charge of 1.5% per month will be charged on all amounts due more than 30 days.

**5. Evaluation and Monitoring:**

A. The CONSULTANT shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the CITY that is pertinent to the intent of this Agreement.

B. The CONSULTANT shall provide the CITY with a monthly statement of service rendered on or before the 10<sup>th</sup> day of the month, following the month in which the services were rendered. Said statement shall include an itemized listing of services rendered, the CONSULTANT name and title of who performed the service and the time allocated for said services.

C. The CITY or the State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours and as often as the CITY or the State Auditor may deem necessary, all the CONSULTANT'S records with respect to all matters covered in this Agreement. Such representative shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this Agreement. Such rights last for three years from the date final payment is made hereunder.

**6. Equal Employment Opportunity:** The CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

**7. Modifications:** The CONSULTANT and the CITY may, from time to time, request changes in the Basic Services or add Additional Services to the duties to be performed by the CONSULTANT. Any such changes that are mutually agreed upon by the CITY and the CONSULTANT shall be incorporated herein by written amendment to this Agreement. It is mutually agreed and understood that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

**8. Assignment:** The CONSULTANT shall not assign nor transfer any interest in this contract without the prior written consent and approval of the CITY.

**9. Status of Consultant:** The CONSULTANT is an independent contractor operating for its own account and is in no way and to no extent an employee or agent of the CITY. The CONSULTANT shall have the sole judgment of the means, mode or manner of the actual performance of this Agreement. The CONSULTANT, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Agreement.

**10. Records, Documents, And Reports:** The CONSULTANT shall maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all hourly charges and direct costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by CITY personnel and other personnel duly authorized by the CITY or the Office of the State Auditor. The CONSULTANT will retain all books, records, documents, and other material relevant to this Agreement for three years after expiration and the Office of the State Auditor, or any person duly authorized by the CITY shall have full access to and the right to examine any of said materials during said period.



**11. Indemnity Agreement:**

A. The CONSULTANT shall hold the CITY harmless from, and shall indemnify the CITY against, any and all claims, demands, actions or liabilities caused by or occurring by reason of any negligent act or omission of the CONSULTANT, its agents, employees or subcontractors, arising out of or in connection with the performance of this agreement.

B. The CONSULTANT shall be required to indemnify the CITY in those cases where damages have been caused by the concurrent negligence of the CITY and the CONSULTANT, its agents, employees or subcontractors. In those cases, the liability of the CONSULTANT for indemnifications shall be limited to that portion of the damages caused by the negligence of the CONSULTANT, its agents, employees or subcontractors.

C. The CONSULTANT has no duty to indemnify the CITY where damages were caused by the negligence of the CITY.

**12. Special Provisions:**

A. This Agreement is the entire and integrated agreement between the CITY and CONSULTANT and supercedes all prior negotiations, statements, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CITY and CONSULTANT. Neither party may assign this Agreement without the other party's written permission.

B. Notwithstanding any other term in this Agreement, CONSULTANT shall not control or be responsible for another party's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs.

C. The parties agree that in the event a civil action is instituted by either party to enforce any of these terms and conditions of this agreement, or to obtain damages or other redress for any breach hereof, the prevailing party shall be entitled to recover from the other party, in addition to its other remedies, its reasonable attorneys fees in such suit or action and upon any appeal therefrom.

D. The CONSULTANT shall provide evidence of comprehensive general liability insurance, which includes but is not limited to, operations of the CONSULTANT, commercial general liability and blanket limited contractual liability with limits of not less than:

1) Comprehensive General Liability

Bodily Injury and/or Property Damage: \$1,000,000.00 each occurrence

2) Automobile Liability

Bodily Injury and/or Property Damage: \$300,000.00 each occurrence

The CITY shall be named as an additional insured as respects to this agreement. In conjunction therewith, the CONSULTANT shall furnish a certificate of such insurance to the CITY at the time of execution of this agreement.

3) Professional Liability

The CONSULTANT shall provide Professional Errors and Omissions Liability insurance, which shall provide coverage for any negligent professional acts, errors or omissions for which the consultant is legally responsible, with limits of not less than:

Professional Errors & Omissions \$1,000,000.00 each occurrence

The CONSULTANT shall furnish a certificate of such insurance to the CITY at the time of execution of this agreement.

**13. CONSULTANT** reserves the right to include representations of documents, data and systems resulting from this Agreement in its promotional and professional materials.

**14. Dispute Resolution:** CITY and CONSULTANT agree to mediate claims or disputes arising out of or relating to this Agreement. The mediation shall be conducted by a mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises. In no event shall any demand for mediation is made after such claim or the applicable law would bar dispute.

**15. Governing Law and Venue:** This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Okanogan County, Washington.

**16. Severability:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

**17. Administration:**

A. CONSULTANT'S representative shall be Kurt E. Danison.

B. CITY'S representative shall be the City Administrator of the City of Omak.

City of Omak/Highlands Associates  
2020 Agreement for Services

**IN WITNESS WHEREOF**, the CITY and CONSULTANT have executed this Agreement  
as of the date and year written below.

**CITY OF OMAK**

BY \_\_\_\_\_

Cindy Gagné, Mayor

**CONSULTANT**

BY \_\_\_\_\_

Kurt E. Danison, Owner/Principal  
Highland Associates  
P.O. Box 1431  
Okanogan, WA. 98840  
(509) 422-5030

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

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

## MEMORANDUM

To: Cindy Gagné, Mayor

From: Todd McDaniel, Administrator

Date: November 18, 2019

Subject: **Resolution No. 74-2019** A Resolution of the Omak City Council approving an extension to the 2018 contract between the City of Omak and Gray & Osborne, Inc. for General Engineering Services through December 2020, is forwarded for your consideration.

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Gray & Osborne was selected, through a formal selection process, to provide "On Call" engineering services in April of 2018. The MRSC Consultant Roster was used in this selection process.

We are slow at getting this extension to you. Typically, we would go through formal selection every three years and extend the contract annually. This extension should have been considered earlier this year. At this point I would like to extend the contract through 2020. The next formal selection process would take place for the 2021 service year.

Gray & Osborne continues to provide excellent services to the City of Omak. We have several projects in que and 2020 will be one of the City's busiest construction years.

I recommend the approval of this Resolution.

**RESOLUTION NO. 74-2019**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AN EXTENSION TO  
THE 2018 CONTRACT BETWEEN THE CITY OF  
OMAK AND GRAY & OSBORNE, INC. FOR GENERAL ENGINEERING  
SERVICES THROUGH DECEMBER 2020**

**WHEREAS**, the City of Omak approved a 2018 contract with Gray & Osborne, Inc. to provide professional engineering services to the City of Omak through approval of Resolution No. 24-2018 on April 2, 2018 and

**WHEREAS**, in contacting Municipal Research and Services Center legal staff, it has been determined the City can opt to continue general engineering services with the same engineers for up to three years; and

**WHEREAS**, Gray & Osborne, Inc. has been involved in several on-going engineering projects that are anticipated to continue through 2020; and

**WHEREAS**, the City's staff has been pleased with the service provided by Gray & Osborne, Inc. as the City's engineers; and

**WHEREAS**, it has been mutually agreed between the City of Omak and Gray & Osborne Inc. to extend the 2018 contract.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON**, as follows:

Section 1. The firm of Gray & Osborne, Inc. is designated to provide engineering service through December 31, 2020.

Section 2. The Contract for Professional Engineering Services dated April 2, 2018, a copy of which is attached hereto as Exhibit "A", is hereby approved to be extended through December 31, 2020.

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

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

Resolution No. 74-2019  
November 18, 2019  
Page 2 of 2

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**ATTEST:**

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Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

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Michael D. Howe, City Attorney

# EXHIBIT A

**PROPOSAL AND CONTRACT  
FOR  
PROFESSIONAL ENGINEERING SERVICES**

**CITY OF OMAK  
WASHINGTON**

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**MARCH 2018**

**G&O Job. No. 20180.12**

**GRAY & OSBORNE, INC.  
CONSULTING ENGINEERS**

**CONTRACT FOR  
PROFESSIONAL ENGINEERING SERVICES**

THIS Contract, entered into this \_\_\_\_ day of \_\_\_\_\_ 2018, between City of Omak, Washington, hereinafter called the "Agency"; and GRAY & OSBORNE, INC., Consulting Engineers, Seattle, Washington, hereinafter called the "Engineer".

WITNESSETH:

WITNESSETH THAT, whereas, the Agency now finds that, from time to time, in the growth and development of the Agency, there will be the need for the engagement of professional engineering services. The purpose of this Contract is to define the services to be performed and method of payment for professional engineering services which may, from time to time, be authorized by the Agency.

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

**ARTICLE 1**

**EMPLOYMENT OF THE ENGINEER**

The Agency, acting pursuant to its vested authority, does hereby engage the Engineer and the Engineer agrees to furnish the engineering services as requested by the Agency in connection with the Agency's On-Call Engineering needs. These services are outlined in this Contract and shall be undertaken upon request by the Agency to the Engineer, then only for the services so requested. The Engineer shall furnish a scope of work and costs for each service requested which will become a numbered exhibit to the Contract.

**ARTICLE 2**

**CHARACTER & EXTENT OF ENGINEERING SERVICES**

Upon written direction of the Agency to proceed, the Engineer shall provide engineering services in accordance with a written scope of work (Task Order), which will describe the engineering services to be provided, such services may include, but are not limited to, grant and/or loan application assistance, engineering studies, financial analysis, cost estimating, predesign services, design, local improvement district or utility local improvement district formation, surveys, mapping, peer review, preparation of easements and right-of-way documentation, environmental studies, permitting, and documentation, public meetings, project bid and award services, and construction management and administration assistance.



## SPECIAL SERVICES

The Engineer may employ competent professionals to assist in the completion of the work as described in the project specific scope of work and budget. The information so secured shall be made available to the Agency for the use and development of the Agency's projects.

## ARTICLE 3

### SCOPE OF OWNER SERVICES

The AGENCY shall provide or perform the following:

Provide full information as to the Agency's requirements for the Project. Assist the Engineer by placing at his disposal all available information pertinent to the site of the Project, including previous reports, drawings, plats, surveys, utility records, and any other data relative to the Project. Absent specific written direction to the contrary, the Engineer shall be entitled to rely upon the completeness and accuracy of such documentation.

Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

## ARTICLE 4

### COMPENSATION

It is mutually agreed that the Agency will compensate the Engineer for services furnished based on the cost reimbursement method.

The total cost of on-call engineering services, to be described in scopes of work requested by the Agency, cannot be determined at this time, in advance. The total cost for services will be established by Agreement between the Agency and the Engineer on a case-by-case basis as the need arises and/or by amendment to this Contract.

The following information will be provided for each project assigned by and approved by the Agency.

- (a) Cost Ceiling: The total amount of compensation for engineering services as described herein, and as further defined in letters or exhibits to this Contract including profit (fee), out-of-pocket expenses, direct labor costs, direct overhead and indirect overhead shall not exceed the total dollar cost agreed upon, without a formal amendment to this Contract.

- (b) Compensation Determination: The amount of compensation due the Engineer by the Agency for the services furnished under this Contract shall be determined as provided hereinafter. Such payment shall be full compensation for work performed.

Payment for work accomplished is on the basis of the Engineer's fully burdened labor cost plus direct non-salary costs.

1. Fully burdened labor costs are determined by multiplying the hours spent by employees on the project, times the employee's fully burdened billing rate. The fully burdened billing rates are identified on Exhibit "A" and include direct salary cost, overhead, and profit. Overhead includes federal, state, and local taxes; insurance and medical; professional development and education; vacations and holidays; secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools; rent, utilities, and depreciation; office expenses; recruiting; professional services; incentive and retirement; and facilities cost of capital.
2. The direct non-salary costs are those costs directly incurred in fulfilling the terms of this Contract including, but not limited to travel, reproduction, supplies and fees for special professional services of outside consultants. If the Engineer is directed to employ special, professional expertise, the Agency will be billed by the Engineer for the special service invoiced amount plus ten percent (10%) for administrative overhead.

Payment of compensation shall be upon submittal to the Agency of a bill by the Engineer at approximate monthly intervals for services rendered during the preceding time period, plus a proportionate percentage of the fee amount stipulated above.

The cost records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the Agency for a period of three (3) years after final payment. In the event any audit or inspection identifies any discrepancy in the financial records, the Engineer shall provide clarification and/or make adjustments accordingly.

## ARTICLE 5

### ADDITIONAL WORK

If during the performance of this contract, or subsequent to completion of the work under this contract, other or additional services other than those previously specified, including but not limited to additions or revisions by the Agency, are ordered in writing by the Agency, the Engineer agrees to provide the services and the Agency agrees to compensate the Engineer under the same method of Compensation Determination described herein, to be determined at the time the additional services are ordered. The

Engineer agrees not to proceed with the additional services until such time as the costs for the additional services have been approved by the Agency.

#### **ARTICLE 6**

#### **PUBLIC RECORDS REQUESTS**

The Engineer shall comply with Agency requests for documents which are the result of public records requests made under the Public Records Act. The Agency hereby acknowledges that gathering, copying and transmitting documents requested in this manner is Additional Work and agrees to compensate the Engineer accordingly.

#### **ARTICLE 7**

#### **MAJOR REVISIONS**

If, after the design has been approved by the Agency, and the Engineer has proceeded with the final design, and has performed work in processing same and the Agency authorizes new or substantially alters the design, the Agency will pay the Engineer a just and equitable compensation as mutually agreed upon by the Agency and the Engineer, or if an agreement cannot be reached within thirty (30) days, the equitable compensation shall be determined by mediators.

#### **ARTICLE 8**

#### **COST ESTIMATE**

The Agency is herewith advised that the Engineer has no control over the cost of labor, material, and equipment, including the contractors' and suppliers' methods of producing and delivering such goods and services; or over the methods and styles of competitive bidding or market conditions; and, accordingly, the Engineer's cost estimates are made and furnished on the basis of his experience and qualifications and represent only his best judgment as a design professional and within his familiarity with the construction industry, and, as such, the Engineer cannot and does not warrant, in any other manner or style, the accuracy of the cost estimates, nor that the estimates will or will not vary significantly with bids received by or construction costs realized by the Agency.

#### **ARTICLE 9**

#### **FACILITIES TO BE FURNISHED BY THE ENGINEER**

The Engineer shall furnish and maintain a central office, work space and equipment suitable and adequate for the prosecution of the work that is normal to the functioning of an established operating engineering practice.

## **ARTICLE 10**

### **OWNERSHIP OF PLANS**

All reports, designs, drawings and specifications prepared by the Engineer, as provided under this Contract shall be and do become the property of the Agency upon payment to the Engineer of his compensation as set forth in this Contract. Reuse of any of the instruments of services of the Engineer by the Agency on extensions of this project or on any other project without the written permission of the Engineer shall be at the Agency's risk and the Agency agrees to defend, indemnify and hold harmless the Engineer from all claims, damages and expenses including attorney's fees arising out of such unauthorized reuse of the Engineer's instruments of service by the Agency or by others acting through the Agency.

## **ARTICLE 11**

### **SEVERABILITY**

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of the applicable law.

## **ARTICLE 12**

### **MEDIATION**

All claims, disputes and other matters in question between Agency and Engineer shall, in the first instance, be subject to mediation. Either party may notify the other, by certified mail, of the existence of a claim or dispute. If such claim or dispute cannot promptly be resolved by the parties, the Engineer shall promptly contact the Judicial Arbitration and Mediation Service, Inc., or any other recognized mediation service agreed to by the parties, to arrange for the engagement and appointment of a mediator for the purpose of assisting the parties to amicably resolve the claim or dispute. The person or persons serving as mediator will be agreed upon by both parties. The cost of the mediator shall be borne equally by the parties. The Agency and Engineer further agree to cooperate fully with the appointed mediator's attempt to resolve the claim or dispute, and also agree that litigation may not be commenced, by either party, for a period of ninety calendar days following the receipt by the other party of the written notice of claim or dispute. This mediation provision may be asserted by either party as grounds for staying such litigation.

## ARTICLE 13

### ASSIGNABILITY

The Engineer shall not assign nor transfer any interest in this Contract without the prior written consent of the Agency.

## ARTICLE 14

### EQUAL EMPLOYMENT OPPORTUNITY

The Engineer agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

The parties hereby incorporate 41 C.F.R. 60-1.4(a)(7); 29 C.F.R. Part 471, Appendix A to Subpart A; 41 C.F.R.60-300.5(a)11; and 41 C.F.R. 60-741.5(a)6; if applicable.

**This contractor and subcontractor shall abide by the requirements of 41 C.F.R. 60-300.5(a) and 41 C.F.R. 741.5(a). These regulations prohibit discrimination against qualified protected veterans, and qualified individuals on the basis of disability, respectively, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities, respectively.**

## ARTICLE 15

### COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fees, excepting bona fide employees. For breach or violation of this warranty, the Agency shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

## ARTICLE 16

### SAFETY

The duty and/or Services furnished hereunder by the Engineer, does not include a review of the adequacy of any contractor's safety measures in, on, or near a project construction site. The contractor alone shall have the responsibility and liability thereof, and shall be insured accordingly. Neither the activities of the Engineer, nor the presence of the Engineer's employees at a site, shall relieve the contractor of their obligations, duties, and responsibilities with any health or safety precaution required to ensure the safety of the jobsite.

**ARTICLE 17**

**INDEMNITY AGREEMENT**

The Engineer's insurance shall be primary. The Engineer shall hold the Agency harmless from, and shall indemnify the Agency against, any and all claims, demands, actions or liabilities caused by or occurring by reason of any negligent act or omission of the Engineer, its agents, employees or subcontractors, arising out of or in connection with the performance of this Contract.

The Engineer shall be required to indemnify the Agency in those cases where damages have been caused by the concurrent negligence of the Agency and Engineer, its agents, employees or subcontractors for that portion of the damages caused by the negligence of the Engineer, its agents, employees or subcontractors.

The Engineer has no duty to indemnify the Agency where damages were caused by the negligence of the Agency.

**ARTICLE 18**

**INSURANCE**

A. Public Liability

The Engineer shall provide evidence of comprehensive Public Liability and Property Damage Insurance which includes but is not limited to, operations of the Engineer, commercial general liability, and blanket limited contractual liability with limits of not less than:

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury & Property Damage: \$1,000,000 each person  
\$1,000,000 each occurrence  
\$1,000,000 each aggregate

AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000 each person  
\$1,000,000 each occurrence

Property Damage: \$1,000,000 single limit

The Agency shall be named as an additional insured as respects this Contract. In conjunction therewith, the Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

B. Professional Liability

The Engineer shall provide Professional Errors and Omissions Liability Insurance which shall provide coverage for any negligent professional acts, errors or omissions for which the Engineer is legally responsible, with limits of not less than:

PROFESSIONAL ERRORS            \$1,000,000 each occurrence  
AND

OMISSIONS LIABILITY            \$1,000,000 aggregate

The Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

**ARTICLE 19**

**STATUS OF ENGINEER**

The Engineer is an independent contractor operating for its own account, and is in no way and to no extent an employee or agent of the Agency. The Engineer shall have the sole judgment of the means, mode or manner of the actual performance of this Contract. The Engineer, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Contract.

**ARTICLE 20**

**CERTIFICATION OF ENGINEER**

Attached hereto is Exhibit "B" Certification Regarding Debarment, Suspension and Other Responsibility Matters.

**ARTICLE 21**

**CHOICE OF LAW/JURISDICTION/VENUE**

This Contract shall be governed as to validity, interpretation, construction and effect, and in all other respects, by the laws of the State of Washington. Jurisdiction of any suit or action arising out of or in connection with this Contract shall be in the State of Washington, and the venue thereof be in the same County as the Agency.

## ARTICLE 22

### NOTICES

In every case where, under any of the provisions of this Contract or in the opinion of either the Agency or the Engineer or otherwise, it shall or may become necessary or desirable to make, give, or serve any declaration, demand, or notice of any kind or character or for any purpose whatsoever, the same shall be in writing, and it shall be sufficient to either (1) deliver the same or a copy thereof in person to the Mayor, if given by the Engineer, or to the President or Secretary of the Engineer personally, if given by the Agency; or (2) mail the same or a copy thereof by registered or certified mail, postage prepaid, addressed to the other party at such address as may have theretofore been designated in writing by such party, by notice served in the manner herein provided, and until some other address shall have been so designated, the address of the Agency for the purpose of mailing such notices shall be as follows:

CITY OF OMAK  
2 North Ash  
Omak, Washington

and the address of the Engineer shall be as follows:

GRAY & OSBORNE, INC.  
701 Dexter Ave. North  
Suite 200  
Seattle, Washington 98109-4339

## ARTICLE 23

### ATTORNEY'S FEES

The parties agree that in the event a civil action is instituted by either party to enforce any of the terms and conditions of this Contract, or to obtain damages or other redress for any breach hereof, the prevailing party shall be entitled to recover from the other party, in addition to its other remedies, its reasonable attorney's fees in such suit or action and upon any appeal therefrom.



IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year written below.

ENGINEER: Gray & Osborne, Inc.

AGENCY: City of Omak

By: Michael B. Johnson  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name/Title: Michael B. Johnson, P.E., President

Name/Title: \_\_\_\_\_  
(Print)

Date: 3/16/18

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

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT "A"

GRAY & OSBORNE, INC.

PROFESSIONAL ENGINEERING SERVICES CONTRACT  
FULLY BURDENED BILLING RATES\*  
THROUGH JUNE 15, 2018\*\*

<u>Employee Classification</u>	<u>Fully Burdened Billing Rates</u>		
AutoCAD/GIS Technician/Engineering Intern	\$ 42.00	to	\$120.00
Electrical Engineer	\$103.00	to	\$184.00
Structural Engineer	\$100.00	to	\$168.00
Environmental Technician/Specialist	\$ 80.00	to	\$115.00
Engineer-In-Training	\$ 80.00	to	\$123.00
Civil Engineer	\$ 96.00	to	\$126.00
Project Engineer	\$106.00	to	\$145.00
Project Manager	\$106.00	to	\$184.00
Principal-in-Charge	\$112.00	to	\$184.00
Resident Engineer	\$122.00	to	\$168.00
Field Inspector	\$ 77.00	to	\$142.00
Field Survey (2 Person)***	\$161.00	to	\$213.00
Field Survey (3 Person)***	\$238.00	to	\$290.00
Professional Land Surveyor	\$112.00	to	\$136.00
Secretary/Word Processor***	N/A		

\* Fully Burdened Billing Rates include overhead and profit.

\*\* Updated annually, together with the overhead.

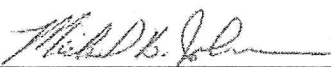
All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.54 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

\*\*\* Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. - Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.

**EXHIBIT "B"**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS**

- I. The Engineer, Gray & Osborne, Inc., certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - B. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I)(B) of this certification; and
  - D. Have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

  
\_\_\_\_\_  
Michael B. Johnson, P.E., President  
Gray & Osborne, Inc.

3/16/18  
\_\_\_\_\_  
Date

The Agency may confirm the Engineer's suspension or debarment status on General Services Administration Excluded Parties List System website: [www.epls.gov](http://www.epls.gov).



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hall & Company 19660 10th Ave NE Poulsbo WA 98370	<b>CONTACT NAME:</b> Allison Andrus <b>PHONE (A/C, No, Ext):</b> 360-626-2007 <b>FAX (A/C, No):</b> 360-598-3703 <b>E-MAIL ADDRESS:</b> aandrus@hallandcompany.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Casualty Insurance Company <b>INSURER B:</b> Travelers Casualty and Surety Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**INSURED**  
Gray & Osborne Inc  
701 Dexter Avenue N #200  
Seattle WA 98109

**COVERAGES**      **CERTIFICATE NUMBER:** 1639086586      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCCUPATIONAL <input checked="" type="checkbox"/> Separation Insts GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			52SBADU7303	9/10/2017	9/10/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			52UECJS3276	9/10/2017	9/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			52SBADU7303	9/10/2017	9/10/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			52SBADU7303	9/10/2017	9/10/2018	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER WA Stop Gap E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
B	<input type="checkbox"/> Professional Liab: Claims Made <input type="checkbox"/> Pollution Liab: Occurrence Form			105339619	9/10/2017	9/10/2018	\$1,000,000 Per Claim \$1,000,000 Aggregate

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Re: Job No 20180.12 On-Call  
The certificate holder is an additional insured per the attached.

<b>CERTIFICATE HOLDER</b>  City of Omak 2 North Ash Omak WA 98841	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

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**BUSINESS LIABILITY COVERAGE FORM**

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written



**BUSINESS LIABILITY COVERAGE FORM**

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. - Optional Additional Insured Coverages.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily Injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors Of Equipment**

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

**BUSINESS LIABILITY COVERAGE FORM**

**e. Permits Issued By State Or Political Subdivisions**

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

**BUSINESS LIABILITY COVERAGE FORM**

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, Inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. - Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. - Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**

**1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

**2. Aggregate Limits**

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

**3. Each Occurrence Limit**

Subject to 2.a. or 2.b. above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

**4. Personal And Advertising Injury Limit**

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

**5. Damage To Premises Rented To You Limit**

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

**6. How Limits Apply To Additional Insureds**

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.



If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3, above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**E. LIABILITY AND MEDICAL EXPENSES  
GENERAL CONDITIONS**

**1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

**2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

**a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

**b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

**c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

**BUSINESS LIABILITY COVERAGE FORM**

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

**d. Obligations At The Insured's Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**e. Additional Insured's Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

**f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

**BUSINESS LIABILITY COVERAGE FORM**

This Paragraph f. applies separately to you and any additional insured.

**3. Financial Responsibility Laws**

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

**4. Legal Action Against Us**

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**5. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

**6. Representations**

**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

**b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

**7. Other Insurance**

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

**(1) Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. - Coverages.

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. - Coverages.

**BUSINESS LIABILITY COVERAGE FORM**

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

**\* (b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

**\* b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED AND  
RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

## MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Ken Mears  
Publicworks Director

Date: March 19, 2018

Subject: Resolution 24-2018 Approving a Contract for Engineering Services

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The Attached Resolution 24-2018, A Resolution of the City Council of Omak Washington, Approving a Contract Between the City of Omak and Gray & Osborne, Inc. For General Engineering Services for 2018; is forwarded for your consideration.

The city needs Engineering Services to assist with the various complexities of the maintenance and development of our public infrastructure. The City has tried to maintain a formal selection process at least every three years to ensure that we are receiving qualified services.

This year we selected a list of multiple firms from the MRSC Consultant Roster. This list was shortlisted down to three firms, JUB, KPG and Gray & Osborne. These firms were interviewed and scored by the Selection Committee.

Gray & Osborne was selected as the most qualified firm. Gray & Osborne has been working with the City since 2010 and continues to provide us excellent service.

I support this Resolution and urge its Adoption.

## Public Works

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**From:** MICHAEL HOWE <mhowe@ncidata.com>  
**Sent:** Wednesday, March 21, 2018 6:25 AM  
**To:** Public Works  
**Subject:** Re: Omak - On-Call Contract

Ken" I have completed my review of the attached engineering contract and find it to order. Also---just want to confirm that the city advertised the need for "on-call" engineering needs as required by statute? Mick

**From:** Public Works  
**Sent:** Friday, March 16, 2018 4:14 PM  
**To:** Mick Howe (mhowe@ncidata.com)  
**Cc:** Todd McDaniel  
**Subject:** FW: Omak - On-Call Contract

Mick,

Gray and Osborne have sent us a new contract for the 2018 year. When you have time would you look them over, please?

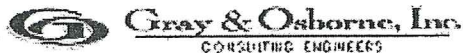
Ken Mears  
City of Omak  
Public Works Director  
509-826-1170 Office  
509-846-5964 Cell  
publicworks@omakcity.com

**From:** Dave Ellis <dellis@g-o.com>  
**Sent:** Friday, March 16, 2018 3:47 PM  
**To:** Public Works <publicworks@omakcity.com>  
**Subject:** FW: Omak - On-Call Contract

Ken,

Attached is the PDF of the on-call engineering services contract. I won't have the originals until Monday, but I'll send them to you as soon as they arrive.

*David Ellis, P.E.*



180 Iron Horse Court, Yakima, WA 98901  
Phone: (509) 453-4833 Fax: (509) 453-5953

**From:** Front\_C5255\_Seattle@g-o.com [mailto:Front\_C5255\_Seattle@g-o.com]  
**Sent:** Friday, March 16, 2018 3:36 PM  
**To:** Ellis, David  
**Subject:** Omak - On-Call Contract

**PROPOSAL AND CONTRACT  
FOR  
PROFESSIONAL ENGINEERING SERVICES**

**CITY OF OMAK  
WASHINGTON**

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**MARCH 2018**

**G&O Job. No. 20180.12**

**GRAY & OSBORNE, INC.  
CONSULTING ENGINEERS**

**CONTRACT FOR  
PROFESSIONAL ENGINEERING SERVICES**

THIS Contract, entered into this \_\_\_\_ day of \_\_\_\_\_ 2018, between City of Omak, Washington, hereinafter called the "Agency"; and GRAY & OSBORNE, INC., Consulting Engineers, Seattle, Washington, hereinafter called the "Engineer".

WITNESSETH:

WITNESSETH THAT, whereas, the Agency now finds that, from time to time, in the growth and development of the Agency, there will be the need for the engagement of professional engineering services. The purpose of this Contract is to define the services to be performed and method of payment for professional engineering services which may, from time to time, be authorized by the Agency.

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

**ARTICLE 1**

**EMPLOYMENT OF THE ENGINEER**

The Agency, acting pursuant to its vested authority, does hereby engage the Engineer and the Engineer agrees to furnish the engineering services as requested by the Agency in connection with the Agency's On-Call Engineering needs. These services are outlined in this Contract and shall be undertaken upon request by the Agency to the Engineer, then only for the services so requested. The Engineer shall furnish a scope of work and costs for each service requested which will become a numbered exhibit to the Contract.

**ARTICLE 2**

**CHARACTER & EXTENT OF ENGINEERING SERVICES**

Upon written direction of the Agency to proceed, the Engineer shall provide engineering services in accordance with a written scope of work (Task Order), which will describe the engineering services to be provided, such services may include, but are not limited to, grant and/or loan application assistance, engineering studies, financial analysis, cost estimating, predesign services, design, local improvement district or utility local improvement district formation, surveys, mapping, peer review, preparation of easements and right-of-way documentation, environmental studies, permitting, and documentation, public meetings, project bid and award services, and construction management and administration assistance.



## SPECIAL SERVICES

The Engineer may employ competent professionals to assist in the completion of the work as described in the project specific scope of work and budget. The information so secured shall be made available to the Agency for the use and development of the Agency's projects.

## ARTICLE 3

### SCOPE OF OWNER SERVICES

The AGENCY shall provide or perform the following:

Provide full information as to the Agency's requirements for the Project. Assist the Engineer by placing at his disposal all available information pertinent to the site of the Project, including previous reports, drawings, plats, surveys, utility records, and any other data relative to the Project. Absent specific written direction to the contrary, the Engineer shall be entitled to rely upon the completeness and accuracy of such documentation.

Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

## ARTICLE 4

### COMPENSATION

It is mutually agreed that the Agency will compensate the Engineer for services furnished based on the cost reimbursement method.

The total cost of on-call engineering services, to be described in scopes of work requested by the Agency, cannot be determined at this time, in advance. The total cost for services will be established by Agreement between the Agency and the Engineer on a case-by-case basis as the need arises and/or by amendment to this Contract.

The following information will be provided for each project assigned by and approved by the Agency.

- (a) Cost Ceiling: The total amount of compensation for engineering services as described herein, and as further defined in letters or exhibits to this Contract including profit (fee), out-of-pocket expenses, direct labor costs, direct overhead and indirect overhead shall not exceed the total dollar cost agreed upon, without a formal amendment to this Contract.

- (b) Compensation Determination: The amount of compensation due the Engineer by the Agency for the services furnished under this Contract shall be determined as provided hereinafter. Such payment shall be full compensation for work performed.

Payment for work accomplished is on the basis of the Engineer's fully burdened labor cost plus direct non-salary costs.

1. Fully burdened labor costs are determined by multiplying the hours spent by employees on the project, times the employee's fully burdened billing rate. The fully burdened billing rates are identified on Exhibit "A" and include direct salary cost, overhead, and profit. Overhead includes federal, state, and local taxes; insurance and medical; professional development and education; vacations and holidays; secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools; rent, utilities, and depreciation; office expenses; recruiting; professional services; incentive and retirement; and facilities cost of capital.
2. The direct non-salary costs are those costs directly incurred in fulfilling the terms of this Contract including, but not limited to travel, reproduction, supplies and fees for special professional services of outside consultants. If the Engineer is directed to employ special, professional expertise, the Agency will be billed by the Engineer for the special service invoiced amount plus ten percent (10%) for administrative overhead.

Payment of compensation shall be upon submittal to the Agency of a bill by the Engineer at approximate monthly intervals for services rendered during the preceding time period, plus a proportionate percentage of the fee amount stipulated above.

The cost records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the Agency for a period of three (3) years after final payment. In the event any audit or inspection identifies any discrepancy in the financial records, the Engineer shall provide clarification and/or make adjustments accordingly.

## ARTICLE 5

### ADDITIONAL WORK

If during the performance of this contract, or subsequent to completion of the work under this contract, other or additional services other than those previously specified, including but not limited to additions or revisions by the Agency, are ordered in writing by the Agency, the Engineer agrees to provide the services and the Agency agrees to compensate the Engineer under the same method of Compensation Determination described herein, to be determined at the time the additional services are ordered. The

Engineer agrees not to proceed with the additional services until such time as the costs for the additional services have been approved by the Agency.

## **ARTICLE 6**

### **PUBLIC RECORDS REQUESTS**

The Engineer shall comply with Agency requests for documents which are the result of public records requests made under the Public Records Act. The Agency hereby acknowledges that gathering, copying and transmitting documents requested in this manner is Additional Work and agrees to compensate the Engineer accordingly.

## **ARTICLE 7**

### **MAJOR REVISIONS**

If, after the design has been approved by the Agency, and the Engineer has proceeded with the final design, and has performed work in processing same and the Agency authorizes new or substantially alters the design, the Agency will pay the Engineer a just and equitable compensation as mutually agreed upon by the Agency and the Engineer, or if an agreement cannot be reached within thirty (30) days, the equitable compensation shall be determined by mediators.

## **ARTICLE 8**

### **COST ESTIMATE**

The Agency is herewith advised that the Engineer has no control over the cost of labor, material, and equipment, including the contractors' and suppliers' methods of producing and delivering such goods and services; or over the methods and styles of competitive bidding or market conditions; and, accordingly, the Engineer's cost estimates are made and furnished on the basis of his experience and qualifications and represent only his best judgment as a design professional and within his familiarity with the construction industry, and, as such, the Engineer cannot and does not warrant, in any other manner or style, the accuracy of the cost estimates, nor that the estimates will or will not vary significantly with bids received by or construction costs realized by the Agency.

## **ARTICLE 9**

### **FACILITIES TO BE FURNISHED BY THE ENGINEER**

The Engineer shall furnish and maintain a central office, work space and equipment suitable and adequate for the prosecution of the work that is normal to the functioning of an established operating engineering practice.

## **ARTICLE 10**

### **OWNERSHIP OF PLANS**

All reports, designs, drawings and specifications prepared by the Engineer, as provided under this Contract shall be and do become the property of the Agency upon payment to the Engineer of his compensation as set forth in this Contract. Reuse of any of the instruments of services of the Engineer by the Agency on extensions of this project or on any other project without the written permission of the Engineer shall be at the Agency's risk and the Agency agrees to defend, indemnify and hold harmless the Engineer from all claims, damages and expenses including attorney's fees arising out of such unauthorized reuse of the Engineer's instruments of service by the Agency or by others acting through the Agency.

## **ARTICLE 11**

### **SEVERABILITY**

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of the applicable law.

## **ARTICLE 12**

### **MEDIATION**

All claims, disputes and other matters in question between Agency and Engineer shall, in the first instance, be subject to mediation. Either party may notify the other, by certified mail, of the existence of a claim or dispute. If such claim or dispute cannot promptly be resolved by the parties, the Engineer shall promptly contact the Judicial Arbitration and Mediation Service, Inc., or any other recognized mediation service agreed to by the parties, to arrange for the engagement and appointment of a mediator for the purpose of assisting the parties to amicably resolve the claim or dispute. The person or persons serving as mediator will be agreed upon by both parties. The cost of the mediator shall be borne equally by the parties. The Agency and Engineer further agree to cooperate fully with the appointed mediator's attempt to resolve the claim or dispute, and also agree that litigation may not be commenced, by either party, for a period of ninety calendar days following the receipt by the other party of the written notice of claim or dispute. This mediation provision may be asserted by either party as grounds for staying such litigation.

## ARTICLE 13

### ASSIGNABILITY

The Engineer shall not assign nor transfer any interest in this Contract without the prior written consent of the Agency.

## ARTICLE 14

### EQUAL EMPLOYMENT OPPORTUNITY

The Engineer agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

The parties hereby incorporate 41 C.F.R. 60-1.4(a)(7); 29 C.F.R. Part 471, Appendix A to Subpart A; 41 C.F.R. 60-300.5(a)11; and 41 C.F.R. 60-741.5(a)6; if applicable.

**This contractor and subcontractor shall abide by the requirements of 41 C.F.R. 60-300.5(a) and 41 C.F.R. 741.5(a). These regulations prohibit discrimination against qualified protected veterans, and qualified individuals on the basis of disability, respectively, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities, respectively.**

## ARTICLE 15

### COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fees, excepting bona fide employees. For breach or violation of this warranty, the Agency shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

## ARTICLE 16

### SAFETY

The duty and/or Services furnished hereunder by the Engineer, does not include a review of the adequacy of any contractor's safety measures in, on, or near a project construction site. The contractor alone shall have the responsibility and liability thereof, and shall be insured accordingly. Neither the activities of the Engineer, nor the presence of the Engineer's employees at a site, shall relieve the contractor of their obligations, duties, and responsibilities with any health or safety precaution required to ensure the safety of the jobsite.

## ARTICLE 17

### INDEMNITY AGREEMENT

The Engineer's insurance shall be primary. The Engineer shall hold the Agency harmless from, and shall indemnify the Agency against, any and all claims, demands, actions or liabilities caused by or occurring by reason of any negligent act or omission of the Engineer, its agents, employees or subcontractors, arising out of or in connection with the performance of this Contract.

The Engineer shall be required to indemnify the Agency in those cases where damages have been caused by the concurrent negligence of the Agency and Engineer, its agents, employees or subcontractors for that portion of the damages caused by the negligence of the Engineer, its agents, employees or subcontractors.

The Engineer has no duty to indemnify the Agency where damages were caused by the negligence of the Agency.

## ARTICLE 18

### INSURANCE

#### A. Public Liability

The Engineer shall provide evidence of comprehensive Public Liability and Property Damage Insurance which includes but is not limited to, operations of the Engineer, commercial general liability, and blanket limited contractual liability with limits of not less than:

#### COMPREHENSIVE GENERAL LIABILITY

Bodily Injury & Property Damage: \$1,000,000 each person  
\$1,000,000 each occurrence  
\$1,000,000 each aggregate

#### AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000 each person  
\$1,000,000 each occurrence

Property Damage: \$1,000,000 single limit

The Agency shall be named as an additional insured as respects this Contract. In conjunction therewith, the Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

B. Professional Liability

The Engineer shall provide Professional Errors and Omissions Liability Insurance which shall provide coverage for any negligent professional acts, errors or omissions for which the Engineer is legally responsible, with limits of not less than:

PROFESSIONAL ERRORS                    \$1,000,000 each occurrence  
AND

OMISSIONS LIABILITY                    \$1,000,000 aggregate

The Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

**ARTICLE 19**

**STATUS OF ENGINEER**

The Engineer is an independent contractor operating for its own account, and is in no way and to no extent an employee or agent of the Agency. The Engineer shall have the sole judgment of the means, mode or manner of the actual performance of this Contract. The Engineer, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Contract.

**ARTICLE 20**

**CERTIFICATION OF ENGINEER**

Attached hereto is Exhibit "B" Certification Regarding Debarment, Suspension and Other Responsibility Matters.

**ARTICLE 21**

**CHOICE OF LAW/JURISDICTION/VENUE**

This Contract shall be governed as to validity, interpretation, construction and effect, and in all other respects, by the laws of the State of Washington. Jurisdiction of any suit or action arising out of or in connection with this Contract shall be in the State of Washington, and the venue thereof be in the same County as the Agency.

## ARTICLE 22

### NOTICES

In every case where, under any of the provisions of this Contract or in the opinion of either the Agency or the Engineer or otherwise, it shall or may become necessary or desirable to make, give, or serve any declaration, demand, or notice of any kind or character or for any purpose whatsoever, the same shall be in writing, and it shall be sufficient to either (1) deliver the same or a copy thereof in person to the Mayor, if given by the Engineer, or to the President or Secretary of the Engineer personally, if given by the Agency; or (2) mail the same or a copy thereof by registered or certified mail, postage prepaid, addressed to the other party at such address as may have theretofore been designated in writing by such party, by notice served in the manner herein provided, and until some other address shall have been so designated, the address of the Agency for the purpose of mailing such notices shall be as follows:

CITY OF OMAK  
2 North Ash  
Omak, Washington 98841

and the address of the Engineer shall be as follows:

GRAY & OSBORNE, INC.  
701 Dexter Ave. North  
Suite 200  
Seattle, Washington 98109-4339

## ARTICLE 23

### ATTORNEY'S FEES

The parties agree that in the event a civil action is instituted by either party to enforce any of the terms and conditions of this Contract, or to obtain damages or other redress for any breach hereof, the prevailing party shall be entitled to recover from the other party, in addition to its other remedies, its reasonable attorney's fees in such suit or action and upon any appeal therefrom.



IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year written below.

**ENGINEER: Gray & Osborne, Inc.**

**AGENCY: City of Omak**

By: Michael B. Johnson  
(Signature)

By: Cindy Gagne  
(Signature)

Name/Title: Michael B. Johnson, P.E., President

Name/Title: Cindy Gagne Mayor  
(Print)

Date: 3/16/18

Date: April 8, 2018

"Equal Opportunity/Affirmative Action Employer"

## EXHIBIT "A"

### GRAY & OSBORNE, INC.

#### PROFESSIONAL ENGINEERING SERVICES CONTRACT FULLY BURDENED BILLING RATES\* THROUGH JUNE 15, 2018\*\*

<u>Employee Classification</u>	<u>Fully Burdened Billing Rates</u>		
AutoCAD/GIS Technician/Engineering Intern	\$ 42.00	to	\$120.00
Electrical Engineer	\$103.00	to	\$184.00
Structural Engineer	\$100.00	to	\$168.00
Environmental Technician/Specialist	\$ 80.00	to	\$115.00
Engineer-In-Training	\$ 80.00	to	\$123.00
Civil Engineer	\$ 96.00	to	\$126.00
Project Engineer	\$106.00	to	\$145.00
Project Manager	\$106.00	to	\$184.00
Principal-in-Charge	\$112.00	to	\$184.00
Resident Engineer	\$122.00	to	\$168.00
Field Inspector	\$ 77.00	to	\$142.00
Field Survey (2 Person)***	\$161.00	to	\$213.00
Field Survey (3 Person)***	\$238.00	to	\$290.00
Professional Land Surveyor	\$112.00	to	\$136.00
Secretary/Word Processor***	N/A		

\* Fully Burdened Billing Rates include overhead and profit.

\*\* Updated annually, together with the overhead.

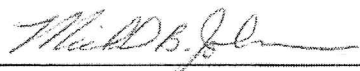
All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.54 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

\*\*\* Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.

EXHIBIT "B"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS

- I. The Engineer, Gray & Osborne, Inc., certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - B. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I)(B) of this certification; and
  - D. Have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.



Michael B. Johnson, P.E., President  
Gray & Osborne, Inc.

3/16/18

Date

The Agency may confirm the Engineer's suspension or debarment status on General Services Administration Excluded Parties List System website: [www.epls.gov](http://www.epls.gov).



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hall & Company 19660 10th Ave NE Poulsbo WA 98370	CONTACT NAME: Allison Andrus	
	PHONE (A/C, No., Ext): 360-626-2007	FAX (A/C, No.): 360-598-3703
E-MAIL ADDRESS: aandruss@hallandcompany.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hartford Casualty Insurance Company		29424
INSURER B: Travelers Casualty and Surety Company		19038
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED  
Gray & Osborne Inc  
701 Dexter Avenue N #200  
Seattle WA 98109

## COVERAGES

CERTIFICATE NUMBER: 1639086586

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP/XCU/BFPD <input checked="" type="checkbox"/> Separation Instds GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			52SBADU7303	9/10/2017	9/10/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			52UECJS3276	9/10/2017	9/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			52SBADU7303	9/10/2017	9/10/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	52SBADU7303	9/10/2017	9/10/2018	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab: Claims Made Pollution Liab: Occurrence Form			105339819	9/10/2017	9/10/2018	\$1,000,000 Per Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Job No 20180.12 On-Call

The certificate holder is an additional insured per the attached.

## CERTIFICATE HOLDER

## CANCELLATION

City of Omak  
2 North Ash  
Omak WA 98841

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Abby Z. Johnson*

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BUSINESS LIABILITY COVERAGE FORM

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
(2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

\* 6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written



**BUSINESS LIABILITY COVERAGE FORM**

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. - Optional Additional Insured Coverages.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily Injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors Of Equipment**

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

BUSINESS LIABILITY COVERAGE FORM

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In connection with your premises; or
  - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In the performance of your ongoing operations;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
    - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

**BUSINESS LIABILITY COVERAGE FORM**

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. - Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. - Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**

**1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

**2. Aggregate Limits**

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

**3. Each Occurrence Limit**

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

**4. Personal And Advertising Injury Limit**

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

**5. Damage To Premises Rented To You Limit**

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

**6. How Limits Apply To Additional Insureds**

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.



## BUSINESS LIABILITY COVERAGE FORM

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

#### a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

#### b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

#### c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

#### d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

#### f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

**BUSINESS LIABILITY COVERAGE FORM**

This Paragraph f. applies separately to you and any additional insured.

**3. Financial Responsibility Laws**

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

**4. Legal Action Against Us**

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**5. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

**6. Representations****a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

**b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

**7. Other Insurance**

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

**(1) Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. - Coverages.

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. - Coverages.

**BUSINESS LIABILITY COVERAGE FORM**

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED AND  
RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: November 18th, 2019

Subject: **Resolution No.75-2019** Approving Subscription Service Agreement with  
QT POD, LLC.

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The attached **Resolution 75-2019**, **A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE SUBSCRIPTION SERVICES AGREEMENT FOR FUEL CREDIT CARD SOFTWARE AT THE OMAK MUNICIPAL AIRPORT**, is forwarded for your consideration.

The City is replacing the M3000 with the upgraded M4000 Airport Fuel Card Service. In doing so, the software and data communication also will need to be upgraded for this improvement. This Resolution is to add the new Subscription Service Agreement for software and for the Cellular service to allow the data communications. The city attorney has reviewed the agreement and finds it to be fair and reasonable.

I support this Resolution and request Council approval.

**RESOLUTION NO. 75-2019**

**A RESOLUTION APPROVING THE SUBSCRIPTION SERVICES AGREEMENT FOR FUEL CREDIT CARD SOFTWARE AT THE OMAK MUNICIPAL AIRPORT**

**WHEREAS**, the annual services agreement for software technical support and maintenance for the credit card services provided at the Omak Municipal Airport between the **City of Omak, a municipal corporation**, and **QT POD, LLC. a private corporation**; and

**WHEREAS**, the new subscription service agreement in the amount annually of \$945, will replace the past "Gold Level" service agreement plan with the older M3000 unit; and

**WHEREAS**, the new M4000 will also include a cellular data connection and subscription plan of \$480 annually.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Omak, Washington, that the Subscription Service Agreement for the Omak Municipal Airport by and between the City of Omak and QT POD, LLC., attached as "EXHIBIT A", with a combined cost of \$1,425 plus taxes annually. The Mayor is 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** by the City Council of the City of Omak this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

# EXHIBIT A

## SUBSCRIPTION SERVICE AGREEMENT

This Subscription Service Agreement ("Agreement") is entered into effective as of Upon Installation \_\_\_\_\_ ("Effective Date"), between QT POD, LLC, an Oregon limited liability company ("QT POD") and City of Omak \_\_\_\_\_ ("Customer"). Customer and QT POD may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

### RECITALS

A. Customer has purchased QT POD's M4000 Self-Serve Terminal ("M4000"), which requires certain subscription services in order to function; and

B. Customer wishes to procure, and QT wishes to provide, the subscription services described below on the terms and conditions specified in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the Parties hereby agree as follows:

### AGREEMENT

#### 1. Term of Agreement.

This Agreement shall take effect on the Effective Date. This Agreement shall have an initial term of one (1) years (invoiced annually) from the Effective Date (the "Initial Term"), unless terminated sooner in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew for successive one (1) year terms unless either Party gives written notice of its intent not to renew to the other Party at least 90 days before the expiration of the then current term. The Initial Term and any renewal terms shall be collectively referred to as the "Term."

#### 2. License, Services and Fees.

Subject to the terms and subject to the conditions set forth in this Agreement, QT POD agrees to provide cloud-based access and a limited, non-exclusive, non-transferable license to use its proprietary Siteminder Fuel Management Software, together with database hosting services, software updates, 24/7 technical support and an optional parts replacement plan (collectively, "Services"), during the Term, in exchange for the fees specified in Exhibit 1 ("Fees"). The Services will allow Customer to perform fuel management tasks from any computer or tablet with internet connectivity, including: sales transaction detail, account management, fuel inventory management, tax table review, single click invoicing, account detail, basic discounting, schedule assessment, tail/registration number capture, transaction detail log and detailed sales activity review. The Services allow Customer to prepare detailed reports and data is exportable to Microsoft Excel. QT POD will provide the Services via a web-based service interface application that will be provided, defined and determined by QT POD.

#### 3. Responsibilities of QT POD.

3.1 Services. QT POD shall use reasonable efforts to provide the Services in an uninterrupted, continuous fashion. Customer understands and agrees that QT POD's systems may be periodically off line or otherwise inoperable in order for QT POD to perform maintenance, install or test software, or for other commercially reasonable business purposes and that during such time Services may not be provided. Customer further understands and agrees that from time to time QT POD's systems may be off line or otherwise inoperable as a result of the failure of equipment or services provided to QT POD by third parties (for example, public or private telecommunications services or internet nodes or facilities, overall Internet congestion, unavailability of generic Internet services, such as DNS services), and that during such time Services may not be provided. In the event of unforeseen network or equipment failure, QT POD will use commercially reasonable efforts to restore the Services in a reasonably prompt fashion.

3.2 **Modification.** QT POD may from time to time, in its sole discretion, modify the manner in which it provides Services, and modify its software and systems, all of which may result in a change in the manner in which QT POD provides the Services, provided, however, that such modifications and/or changes will not degrade the level of, or have a material adverse impact upon the features and functionality of the Services.

3.3 **Support.** QT POD will offer reasonable technical support as set forth in the Support and Service Level Agreement, attached as **Exhibit 2.**

**4. Responsibilities of Customer.**

4.1 **Format and Internet Connection.** Customer will be responsible for delivering and receiving data to and from QT POD's server(s) in the format required by QT POD and for supplying functional, industry-standard hardware and adequate internet connectivity, including internet connectivity for the M4000 unit. Customer shall also provide QT POD with a static IP address or a specific range of static IP addresses.

4.2 **Access to M4000.** Customer will provide QT POD with access to the M4000 as may be needed to perform services such as support and software updates, and will otherwise cooperate with QT POD in the performance of its obligations under this Agreement.

4.3 **Confidentiality of End User's Data.** QT POD will provide encrypted data transmission and secure hosting services, but Customer is solely responsible for implementing security measures, procedures, and standards or any other best practices available, to protect the confidentiality of all data stored or transmitted through or stored on Customer's equipment or servers.

4.4 **Updates.** QT POD will provide maintenance and upgrades to the Services, but Customer shall provide such access and assistance as may be necessary to accomplish such maintenance or upgrades.

4.5 **End User Communications.** QT POD will work collaboratively with Customer to resolve operational or performance issues should they arise, but Customer is responsible for communicating with its customers.

4.6 **Proper Use.** Customer is responsible for using the Services in the manner instructed by QT POD and otherwise in the manner intended. The software used in connection with the Services is QT POD's proprietary software and Customer shall not decompile, disassemble, reverse engineer, modify, adapt, rent, sublicense, distribute or resell if for profit.

**5. Terms of Payment.**

Fees shall be paid annually in advance. All fees and other charges stated herein are due and payable within thirty (30) days after the date of QT POD's invoice.

**6. Taxes.**

Fees do not include any applicable federal, state, or local excise, sales, use, value-added, and similar taxes and duties arising in connection with the provision of the Services and this Agreement. Customer is solely responsible for paying all such taxes. Customer may receive the Services without such taxes added if Customer provides QT POD with proper tax exemption certificates.

**7. Minimum Technical Specifications.**

Customer shall be responsible for providing industry-standard internet connectivity and one or more computers or tablets in order to utilize the Services.

**8. Scope and Limitations.**

Customer acknowledges that QT POD is responsible only for providing Customer with data transmission. QT POD is not providing any information relating to any credit report, nor should any information provided



by QT POD be used to create or modify any credit report. QT POD is not responsible for the operation of Customer's web site(s), or the actions or inaction of any third party or entity, including any bank, processor, financial institution or network, telecommunications carrier, third party software developer or ISP.

**9. Indemnification.**

9.1 Customer Indemnity. Customer shall indemnify, defend and hold harmless QT POD, and each of its parent companies, subsidiaries and affiliated companies, and each of their respective employees, officers, directors, managers, agents and representatives, from and against any and all claims, demands, liabilities, losses, damages, judgments, costs and expenses, including reasonable attorneys' fees and costs, arising out of or related to Customer's misuse of the Services, data breaches within the Customer's network, or Customer's misconduct or negligence.

9.2 QT POD Indemnity. QT POD shall indemnify, defend and hold harmless Customer, and each of its parent companies, subsidiaries and affiliated companies, and each of their respective employees, officers, directors, managers, agents and representatives, from and against any and all claims, demands, liabilities, losses, damages, judgments, costs and expenses, including reasonable attorneys' fees and costs, arising out of or related to claims that the Services infringe or misappropriate any intellectual property right. In the event of such a claim, or if QT POD reasonably believes that the Service is likely to become the subject of such a claim, then QT POD shall, at its expense: (a) obtain for Customer the right to continue using such Service; (b) replace or modify the Service so that it does not infringe upon or misappropriate such intellectual property right and maintains substantially similar functionality and performance; or, (c) in the event that QT POD is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, QT POD shall terminate this Agreement promptly reimburse to Customer any prepaid Fees for which Subscription Service have not been rendered or provided.

**10. Limitation of Liability.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY, NOR WILL ANY OF A PARTY'S MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS OR ASSIGNS, BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT OR ITS OR ANY OF THEIR CONDUCT OR PERFORMANCE UNDER THIS AGREEMENT, INCLUDING IN CONNECTION WITH DEFECTIVE PRODUCTS, EVEN IF SUCH AMOUNTS ARE OR SHOULD HAVE BEEN REASONABLY FORESEEABLE TO A PARTY OR A PARTY IS OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS. IF, DESPITE THE FOREGOING PROVISIONS, LIABILITY IS NEVERTHELESS IMPOSED ON A PARTY OR ON ANY OF ITS MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS OR ASSIGNS, EXCEPT AS EXPRESSLY PROVIDED, WHATEVER THE REASON FOR SUCH IMPOSITION OF LIABILITY (INCLUDING THE CLAIMED INVALIDITY OF ANY EXCLUSION OF LIABILITY HEREUNDER), IN NO EVENT WILL THE AGGREGATE LIABILITY OF A PARTY AND ITS MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS AND ASSIGNS UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL PRICE PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE PREVIOUS 12 MONTHS, REGARDLESS OF THE NUMBER OF CLAIMS. THE SERVICE CREDITS SET FORTH IN EXHIBIT 2 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR QT POD'S FAILURE TO MAINTAIN THE REQUIRED UPTIME PERCENTAGE.

**11. Cardholder and Transaction Information; PCI Compliance.**

QT POD shall handle all Cardholder Information (as defined below) under this Agreement in compliance, with the then current version of the PCI Data Security Standard Card Association (as defined below) rules, policies, and regulations (as they may appear on Card Association websites), and all applicable laws, regulations, ordinances, rules, and orders of governmental authorities having jurisdiction, including without limitation Sections 501(b) and 501(b)(2) of the Gramm Leach Bliley Act of 1999, 15 U.S.C. §6801 et seq (collectively, the "Requirements"). Customer shall also conduct all of its own activities in compliance with the Requirements. Neither Party shall sell, transfer, disclose to any unauthorized person, or use the Cardholder Information except: (a) to provide authorized services related to payment transaction processing, settlement, and funding; (b) to provide fraud control and loyalty services; (c) to cooperate with law enforcement investigations, to comply with legally executed subpoenas, or as specifically required by law; or (d) for other uses authorized by the Party providing the Cardholder Information in writing. To verify ongoing compliance with the PCI Data Security Standard, each Party shall engage a Qualified Security Assessor ("QSA") to conduct, on at least an annual basis, an onsite compliance review. For purposes of this Section 11: (i) the term "Cardholder Information" means any information evidencing either a cardholder's personal data (including without limitation evidence of the cardholder's credit or other type of card), or transactions consummated with credit or other types of cards, including both electronic, written and other forms of data; and (ii) the term "Card Associations" means bankcard associations (e.g., MasterCard and Visa), other non-bankcard or private label associations and other credit or debit card associations.

**12. Excused Non-Performance.**

QT POD will not have any liability or responsibility for any delay in or failure to perform under this Agreement as a result of circumstances beyond QT POD's reasonable control, and all such delay and failure is hereby excused by Customer. Such excusing circumstances (a "Force Majeure") include: shortages of materials; acts of God; fire; flood; war; embargo; labor trouble; failure or delay by third parties; riots; and laws, rules, regulations and orders of any governmental authority. If any material delay or material inability to perform continues for more than ninety (90) days, Customer may, as its sole and exclusive remedy, terminate this Agreement upon seven (7) days written notice to QT POD.

**13. Default and Early Termination.**

If Customer defaults in performance of any material obligation under this Agreement, QT POD may terminate this Agreement, provided that QT POD shall have given written notice of such default to Customer and Customer shall have failed to cure such default to QT POD's reasonable satisfaction within thirty (30) days after QT POD provides such written notice. Customer agrees that Customer's failure to timely pay any invoiced fees, costs or expenses when due will constitute a material breach hereunder and, notwithstanding the foregoing provisions of this paragraph, in such event QT POD may immediately terminate this Agreement. Each Party will have the right to terminate this Agreement upon the other Party's cessation of business, election to dissolve, insolvency, commission of an act of bankruptcy, general assignment for the benefit of creditors or the filing of any petition in bankruptcy or for relief under the provisions of the bankruptcy laws, or the failure to have discharged within sixty (60) days the filing of any petition in bankruptcy or for the relief under the provisions of the bankruptcy laws against the Party. The rights granted hereunder are not exclusive but are cumulative with any other rights or remedies a Party may have.

**14. Miscellaneous Provisions.**

14.1. Independent Contractor. Neither Party or its employees are joint venturers, partners, agents, or employees of the other Party. Neither Party is authorized to represent, obligate, or bind the other. Nothing in this Agreement shall be construed as giving either Party any right to exercise any control over the other Party's operations or over the manner and method by which such Party conducts its operations.

Neither Party shall have the authority to and shall not purport to make any commitments or representations on behalf of the other Party or otherwise to take any actions on behalf of the other Party.

14.2. Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other Party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the fourth business day following its placement in the mail addressed to the addressee.

**Address for Notice:**

QT POD, LLC  
4909 Nautilus Court N. #109  
Boulder CO 80301

**Address for Notice:**

City of Omak \_\_\_\_\_  
PO Box 72 \_\_\_\_\_  
Omak, WA 98841 \_\_\_\_\_

**Attention:**

**Attention:** \_\_\_\_\_

14.3 Survival. All provisions related to confidentiality, indemnity, limitation of liability and each other provision of this Agreement that by its nature extends beyond the expiration or earlier termination of this Agreement, will survive and continue in full force and effect after this Agreement expires or is earlier terminated.

14.4 Assignment. Neither Party may assign any of its rights, interests or duties under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, QT POD may assign this Agreement to any successor or assignee of the rights underlying the Services (for example, the purchaser of the intellectual property rights required for the lawful provision of the Services).

14.5 Succession. This Agreement will bind and inure to the benefit of each Party and its permitted successors, assigns, and delegates.

14.6 Governing Law; Jurisdiction and Venue. This Agreement will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the State of Colorado, without reference to its conflicts of law principles. **The Uniform Computer Information Transactions Act will not apply to the interpretation or enforcement of this Agreement.** Each Party irrevocably consents to the jurisdiction of the state and federal courts located in the State of Colorado, in connection with all actions arising out of or in connection with this Agreement, and waives any objections that venue is an inconvenient forum.

14.7 Waiver. A Party's delay or failure to enforce or insist on strict compliance with any provision of this Agreement will not constitute a waiver or otherwise modify this Agreement. A Party's waiver of any right granted under this Agreement on one occasion will not: (a) waive any other right; (b) constitute a continuing waiver; or (c) waive that right on any other occasion.

14.8 Amendments. This agreement may be amended only by a written instrument signed by both Parties, which writing must refer to this Agreement.

14.9 Rules of Construction and Interpretation. Section and paragraph headings are for convenience only and do not affect the meaning or interpretation of this Agreement. All exhibits attached to or referenced in this Agreement are a part of and are incorporated in this Agreement. Both Parties have had the opportunity to have this Agreement reviewed by their attorneys, therefore, no rule of construction or interpretation that disfavors the Party drafting this Agreement or any of its provisions will apply to the interpretation of this Agreement. The words "includes" and "including" are not limited in any way and mean "including without limitation." The word "or" is not exclusive and includes "and/or." The word "will" is

a synonym for the word "shall." Reference to a "person" includes an individual, a corporation, a limited liability company, an association, a governmental body or any other entity.

14.10 Counterparts and Delivery. This Agreement may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single Agreement. Facsimile and electronic signatures will be deemed original signatures for all purposes under this Agreement. When properly signed, this Agreement may be delivered by facsimile or electronically, and any such delivery will have the same effect as physical delivery of a signed original.

14.11 Entire Agreement. This Agreement, and its attached exhibits constitute the entire agreement between the Parties and supersedes any and all previous representations, understandings, or agreements between the Parties as to the subject matter hereof.

Executed by the undersigned authorized representatives of the Parties effective as of the Agreement Effective Date.

**QT POD, LLC**

City of Omak

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## Exhibit 1

### Fees

#### 1. Fee Plans

The following Fee Plans are available. Please select one.

- Base Plan—\$945 per unit, per year**  
*Includes: Access and use of the web -based Siteminder Fuel Management Software, Database Hosting, Data, 24/7 technical support, software updates*
- Premium Plan—\$1,995 per unit, per year (Post-Warranty)**  
*Includes: Access and use of the web -based Siteminder Fuel Management Software, Database Hosting, Data, 24/7 technical support, software updates and post-warranty parts replacement*

#### 2. Cellular Option

- The Services may be accessed through a cellular plan established by QT POD at a cost of \$480 per unit, per year

#### 3. Premium Plan Parts Replacement Terms and Conditions

The terms and conditions of the parts replacement benefit included in the Premium Plan are as follows:

After the expiration of the M4000 product warranty, QT POD will repair or replace (at its option) malfunctioning components of the M4000 unit, using either new or rebuilt parts or components (at QT POD's option) at no charge to charge Customer ("Parts Replacement"). The M4000 is designed so that most of its parts may be replaced by Customer, utilizing the instructions provided by QT POD. In rare instances, a qualified technician may be required. QT POD will provide remote technical assistance relating to parts replacement, but Customer shall be responsible for the installation of all replacement components and shall bear all associated costs and expenses. Customer shall return all failed components to QT.

Parts Replacement is only available if the unit is installed by QT POD, a certified service company or an individual approved by QT POD. Upon request, QT POD may provide a list of qualified service companies or technicians, but in no event will QT POD be responsible for any act or omission of such service company or technician. To maintain eligibility for Parts Replacement, Customer must ensure that QT POD's Post Installation Checklist is completed and provided to QT POD for the installation of the unit. Each checklist must be signed by a qualified technician or other individual approved by QT POD. Parts Replacement does not cover components damaged due to acts of God, lightning strikes or related damage, accident, misuse, abuse, negligence, modification of or to any part of the terminal or software, or damage due to improper operation, maintenance, or installation. Parts Replacement does not apply to non-QT POD equipment, including but not limited to computers, fuel dispensers, fuel pumps, meters, registers, pulsers or valves, or any repair or replacement caused by credit card network processing changes or Branded Oil Company changes. Relays are not covered by Parts Replacement if they fail due to excess current draw from devices external to QT POD equipment. Notwithstanding the foregoing, lightning damage may be covered (at QT's option) if the terminal is equipped with QT POD surge protection equipment.

## Exhibit 2

### Support and Service Level Agreement

#### 1. Technical Support Regarding Services

- Business Hours Support. QT POD will provide Customer with reasonable telephone technical support Monday through Friday from 7:30 a.m. to 5:30 p.m. Mountain Time, excluding holidays.
- 24/7 Support. QT POD will provide Customer with reasonable technical support after-hours and on holidays on an on-call basis. QT POD will make every effort to respond to Customer within one hour of the initial call for service. After-hours support is intended for emergency situations in which Customer is unable to pump fuel.

#### 2. Service Level Objectives

QT POD agrees that the monthly availability of the Services shall be equal to or greater than 99.7%, excluding any excused performance as set forth below or in the Agreement (“**Uptime Percentage**”). The Uptime Percentage shall be calculated by comparing the total number of minutes in a thirty-day period (43,200) with the number of minutes of Downtime in any thirty-day period. For purposes of this Agreement, “**Downtime**” includes any period of time that Customer is unable to process normal transactions as a result of the failure of the Services. Downtime does not include unavailability of the Services for any of the following reasons: general internet failure; QT POD scheduled maintenance or other planned outages; problems with or maintenance occurring on the Customer’s applications, equipment or facilities; alterations, additions, adjustments, or repairs that are made by Customer to hardware; acts or omissions of Customer or its authorized user; or performance that is excused under the terms of the Agreement (including excused performance under Section 3.1 and Section 12 of the Agreement).

#### 3. Service Credits

QT POD shall issue Customer service credits in the amounts specified in the table below (“**Service Credits**”) if it is unable to maintain the required Uptime Percentage in any given month. Service Credits will be a percentage of a monthly Fee (the annual Fee divided by 12) and shall be applied against Fees for the next billing cycle. Service Credits shall be Customer’s sole and exclusive remedy for QT POD’s failure to maintain the required Uptime Percentage.

**Service Credit Amounts**

<b>UPTIME THRESHOLDS</b>	<b>MONTHLY FEE CREDIT %</b>
99.69% - 99.65%	10%
99.64% - 99.00%	20%
99.00% and under	30%

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: November 18th, 2019

Subject: **Resolution No. 76-2019** Accepting the CDBG Contract.

---

The attached **Resolution 76-2019, A Resolution of the Omak City Council Accepting the Department of Commerce Grant Contract for Stormwater System Improvements,** is forwarded for your consideration.

Community Development Block Grant (CDBG) has awarded the grant for the Asotin Storm System Project and has sent the grant contract for acceptance and signatures. The city attorney has reviewed the contract and finds it to be in order.

I support this Resolution and request Council approval.

**RESOLUTION NO. 76-2019**

**A RESOLUTION OF THE OMAK CITY COUNCIL ACCEPTING THE DEPARTMENT  
OF COMMERCE GRANT CONTRACT FOR STORMWATER SYSTEM  
IMPROVEMENTS**

**WHEREAS**, the City has been awarded a grant from the Department of Commerce General Purpose Grant for \$458,173 and a contract number of 19-62210-037; and

**WHEREAS**, Resolution 42-2019 authorized the application for this grant and guaranties local match from the block grant fund; and

**WHEREAS**, the City has received the final Grant Contract number 19-62210-037 documents from the Department of Commerce Community Development Block Grant Program (CDBG).

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Omak that the Grant Contract between the City of Omak and the Department of Commerce, CDBG program, a copy of which is attached hereto as Exhibit "A" is hereby accepted, and the Mayor is authorized and directed to execute the same on behalf of the City.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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





# Department of Commerce

**Grant Contract with:**

City of Omak

through

Community Development Block Grant (CDBG) Program

General Purpose Grant

**For:**

Stormwater System Improvements

**Start date:** September 13, 2019

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Attachment A, Scope of Work and Budget

Attachment B, State and Federal Requirements and Assurances

Attachment C, Letter to Incur Costs (if applicable)

**FACE SHEET**

Contract Number: 19-62210-037

**Washington State Department of Commerce  
Local Government Division  
Community Assistance and Research Unit  
General Purpose Grant**

<b>1. Grantee</b> City of Omak PO Box 72 Omak, WA 98841		<b>2. Grantee Doing Business As (optional)</b> N/A	
<b>3. Grantee Representative</b> Todd McDaniel, City Administrator Phone: (509) 826-1170 Email: admin@omakcity.com		<b>4. COMMERCE Representative</b> Jacquie Andresen, Project Manager      Address: Phone: (360) 725-3017                      PO Box 42525 Fax: (360) 586-8440                         1011 Plum Street SE jacquie.andresen@commerce.wa.gov      Olympia, WA 98504	
<b>5. Grant Amount</b> \$458,173	<b>6. Funding Source</b> Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> 9/13/2019	<b>8. End Date</b> 1/31/2022
<b>9. Federal Funds (as applicable)</b> \$458,173	<b>Federal Agency:</b> U.S. Department of Housing And Urban Development (HUD)	<b>CFDA Number:</b> 14.228	<b>Indirect Rate (if applicable):</b> N/A
<b>10. Tax ID #</b> 91-6001262	<b>11. SWV #</b> 0007412-00	<b>12. UBI #</b> 243000002	<b>13. DUNS #</b> 097254569
<b>14. Grant Purpose</b> Stormwater System Improvements A full description of the project is in Attachment "A" Scope of Work and Budget.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work and Budget, Attachment "B"– State and Federal Requirements and Assurances, Attachment "C" – Letter to Incur Costs (if applicable), and the following documents incorporated herein by reference: Grantee's application for funding and the Community Development Block Grant policies and procedures, prepared by Commerce.			
<b>FOR GRANTEE</b>  _____ The Honorable Cindy Gange, Mayor City of Omak  _____ Date		<b>FOR COMMERCE</b>  _____ Mark K. Barkley, Assistant Director Local Government Division  _____ Date  APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE – SEPTEMBER 25, 2018	

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**SPECIAL TERMS AND CONDITIONS  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**1. DEFINITIONS**

- A. "Contractor" and "Grantee" in this Grant, and the term "subrecipient" found in the federal Community Development Block Grant (CDBG) rules and regulations, shall mean the same.
- B. "Low- and moderate-income" shall mean a household income equal to or less than 80 percent of area median income adjusted by family size.

**2. ACKNOWLEDGEMENT OF FEDERAL FUNDING**

Federal Award Identification Number (FAIN): B-19-DC-53-0001.  
Total amount of federal award B-19-DC-53-0001 to Commerce: \$12,521,638.  
Total amount of B-19-DC-53-0001 awarded to Grantee under this Grant is set forth in the Face Sheet at #5, Grant Amount.  
Federal Award Date: July 25, 2019.  
Awarding Federal Official: John W. Peters, HUD CPD Director.

Funds distributed through this Grant are subject to CDBG regulations in 24 CFR Part 570.

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

"This project was supported by Grant No. B-19-DC-53-0001 awarded by the U.S. Department of Housing and Urban Development (HUD). Points of view in this document are those of the author and do not necessarily represent the official position or policies of HUD. Grant funds are administered by the Community Development Block Grant Program, Washington State Department of Commerce."

**3. ACQUISITION AND DISPOSITION OF ASSETS**

The Grantee will account for any tangible personal property acquired or improved with this Grant.

The use and disposition of real property and equipment under this Grant will be in compliance with the requirements of all applicable federal law and regulation, including but not limited to 24 CFR Part 84 and 24 CFR Part 570.489,570.502,570.503,570.504, and 570.505 as applicable, which include but are not limited to the following:

Real property that was acquired or improved, in whole or in part, with funds under this Grant in excess of \$25,000 shall be used to meet one of the CDBG national objectives for ten (10) years after the Grant is closed. Any exception must be made with COMMERCE approval and the Grantee will be responsible to pay COMMERCE an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. Such payment from the disposition of real property acquired with this Grant within ten (10) years of closeout of the Grant shall be treated as CDBG Program Income.

In cases in which equipment acquired in whole or in part with funds under this Grant is sold, the proceeds will be CDBG Program Income.

**4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of work provided and receipt of properly completed invoices, which shall be submitted to the COMMERCE Representative on a Washington State Invoice Voucher form not more than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number identified on the Face Sheet of this Grant. If expenses are invoiced, provide a detailed breakdown of each type.

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

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant, including completion of the Environmental Review and the release of funds (if applicable).

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

COMMERCE shall not release the final five (5) percent of the total grant amount until acceptance by COMMERCE of project completion.

#### **5. CLOSEOUT**

COMMERCE will advise the Grantee to initiate closeout procedures when there are no impediments to closing and the following criteria have been met or soon will be met:

- A. All costs have been incurred with the exception of closeout costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received or contract work is performed.
- B. The Grantee has held a public hearing to review program performance.
- C. The Grantee has submitted the Contract Closeout Report. Failure to submit a report will not preclude COMMERCE from effecting closeout if it is deemed to be in the state's interest. Any excess grant amount in the Grantee's possession shall be returned in the event of failure to finish or update the report.
- D. Other responsibilities of the Grantee under this Grant and applicable laws and regulations appear to have been carried out satisfactorily or there is no further state interest in keeping this Grant open for the purpose of securing performance.

#### **6. COMPENSATION**

COMMERCE shall pay an amount not to exceed the amount identified on the Face Sheet of this Grant for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment A, Scope of Work and Budget incorporated herein, and by reference the Grantee's application for funding.

Grantee shall receive reimbursement for travel and other expenses as authorized in advance by COMMERCE as reimbursable. Grantee shall receive compensation for travel expenses at current state travel reimbursement rates

#### **7. ENVIRONMENTAL REVIEW**

##### **General Purpose, Housing Enhancement, and Economic Opportunity Grants**

Funding in excess of the amount stipulated in **Attachment C, Letter to Incur Costs**, shall not be released to a Grantee by COMMERCE until the following conditions implementing 24 CFR part 58 are met:

- A. The Grantee must complete an environmental review of the project and make a finding of environmental impact. A notice of this finding must be published along with a notice of the Grantee's intent to request release of funds for the project unless the project is exempt from the publication requirements as described. The Grantee must allow a seven (7) or fifteen (15) day period for public review and comment following publication of the notices unless exempt under the National Environmental Policy Act (NEPA) and the Washington State Environmental Policy Act (SEPA). When this review and comment period expires, the Grantee may, after considering any comments received, submit a request for release of funds to COMMERCE. Upon receipt of the request, COMMERCE must allow a fifteen (15) day period for public review and comment. When COMMERCE's public review and comment period expires, COMMERCE may, after considering any comments received, formally notify the Grantee in writing of the release of federal funds for the project.
- B. This special condition is satisfied when the Grantee completes the environmental review and request for release of funds from COMMERCE. The special condition is effectively removed on the date COMMERCE provides the Grantee with written notice of release of funds.

##### **Planning-Only Activities and Public Services Grants**

Funding shall not be released to a Planning-Only or Public Services Grant recipient until the following conditions are met: The Grantee assures that assisted activities are exempt under NEPA (24 CFR



58.34) and categorically exempt under SEPA (RCW 43.21C.110). The Grantee further assures that the activities do not come under the purview of any other federal, state, and known local environmental laws, statutes, regulations or executive orders. In addition, the Grantee assures it will document, in writing, its determination that each activity or project is exempt and meets the conditions specified for such exemption under (NEPA) 24 CFR 58.34(3) (for Planning-Only) or 58.34(4) (for Public Services) and (SEPA) WAC 197-11-800.

#### **8. GRANT MANAGEMENT**

The Representative and contact information identified on the Face Sheet of this Grant for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

#### **9. HISTORICAL OR CULTURAL ARTIFACTS, HUMAN REMAINS**

In the event that historical or cultural artifacts are discovered at the project site during construction or rehabilitation, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation (DAHP) at (360) 586-3065. If human remains are discovered, the Grantee shall stop work, report the presence and location of the remains to the coroner and local law enforcement immediately, and contact DAHP and the concerned tribe's cultural staff or committee.

#### **10. INSURANCE**

All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by:

- i. Governmental Accounting Standards Board (GASB),
- i. Financial Accounting Standards Board (FASB), and
- ii. The Washington State Auditor's annual instructions for financial reporting.

Grantees participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The State of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Unemployment and Industrial Insurance. The Grantee shall be in full compliance with all state unemployment and industrial insurance laws while performing work under this Contract. Commerce will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for the Grantee, or any subcontractor or employee of the Grantee, which might arise under the industrial insurance laws during performance of this Contract.

Protection of Project Property, Grantee's Assumption of Risk. The Grantee shall continuously maintain adequate protection of all the project work from damage and shall protect the property from injury or loss arising in connection with this Contract. The entire work of the Grantee shall be at the sole risk of the Grantee. The Grantee may elect to secure fire, extended coverage, and vandalism insurance or all-risk insurance to cover the project work during the course of construction. The Grantee shall take all necessary precautions for the safety of its employees working on the project, and shall comply with all applicable provisions of federal, state, and local safety laws and building codes to prevent accidents or injuries to persons, on, about, or adjacent to the premises where the work is being performed.

#### **11. PERFORMANCE REPORTING**

The Grantee, at such times and in such forms as COMMERCE may require, shall furnish periodic progress and performance reports pertaining to the activities undertaken pursuant to this Contract. These reports may include environmental review records, publication affidavits, procurement and contracting records, documentation of compliance with federal civil rights requirements, job creation records, program income reports, reports of the costs and obligations incurred in connection therewith, the final closeout report, and any other matters covered by this Contract. Activities funded by this Contract providing income-qualified direct assistance or direct services under the limited clientele, housing, or job creation CDBG National Objectives, must submit quarterly beneficiary reports as furnished by COMMERCE. Failure to submit these reports may result in COMMERCE withholding payment or terminating this Contract.

## **12. PROGRAM INCOME**

Program income, as defined in 24 CFR 570.489(e), retains federal identity and will be used before drawing additional CDBG funds to complete activities included in the Scope of Work and Budget. The Grantee must maintain records of program income received and expended, and annually report program income received after closeout of this Grant. Program Income shall be used to continue the same activities to benefit low- and moderate-income persons or, with COMMERCE approval, for other activities to benefit low- and moderate-income persons. Interest earned in excess of \$100 on CDBG funds received to reimburse incurred costs must be remitted to COMMERCE for return to the U.S. Treasury.

## **13. SUBCONTRACTOR DATA COLLECTION**

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

## **14. SUBCONTRACTS FOR ENGINEERING SERVICES**

Engineering firms must certify that they are authorized to do business in the state of Washington and are in full compliance with the requirements of the Board of Professional Registration. The Grantee shall require that engineering services providers be covered by errors and omissions insurance. The engineering firm shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the engineering firm and licensed staff employed or under contract to the engineering firm. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

## **15. ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work and Budget
- Grantee's application for funding and the Community Development Block Grant policies and procedures, prepared by Commerce as incorporated by reference on the Face Sheet

## **GENERAL TERMS AND CONDITIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

### **1. DEFINITIONS**

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Modified Total Direct Costs (MTDC)" shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- G. "State" shall mean the state of Washington.
- H. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee/subcontractor" refers to any tier.
- I. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- J. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

### **2. ACCESS TO DATA**

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

### **3. ADVANCE PAYMENTS PROHIBITED**

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

### **4. ALL WRITINGS CONTAINED HEREIN**

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

**5. AMENDMENTS**

This Grant 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.

**6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**7. ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

**8. ATTORNEY'S FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

**9. AUDIT**

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

1. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
2. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov).

**10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS**

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  2. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
  4. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

**LOWER TIER COVERED TRANSACTIONS**

- a) The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.
- E. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

**11. CODE REQUIREMENTS**

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

**12. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
  2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
  3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**13. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this Grant if it is found after due

notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this Grant.

Specific restrictions apply to contracting with current or former state employees pursuant to Chapter 42.52 RCW. The Grantee and their subgrantee(s) must identify any person employed in any capacity by the state of Washington that worked on the Community Development Block Grant program including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the past 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this Grant is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the Grant by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant.

#### **14. COPYRIGHT PROVISIONS**

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

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

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

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

#### **15. DISPUTES**

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

**16. DUPLICATE PAYMENT**

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

**17. GOVERNING LAW AND VENUE**

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

**18. INDEMNIFICATION**

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subgrantee's/subcontractor's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

**19. INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

**20. INDIRECT COSTS**

The Grantee shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

**21. INDUSTRIAL INSURANCE COVERAGE**

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount

owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

## **22. LAWS**

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

### **United States Laws, Regulations and Circulars (Federal)**

#### **A. Audits**

- 2 CFR Part 200.

#### **B. Environmental Protection and Review**

- Coastal Barrier Resources Act of 1982, 16 U.S.C. 3501 et seq.
- HUD's implementing regulations at 24 CFR parts 50 or 58, as appropriate.
- Lead Based Paint Poisoning Prevention Act, 42 U.S.C. 4821-4846 also 24 CFR 982.401(j).
- National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq. and the Implementing Regulations of 24 CFR 58 (HUD) and 40 CFR 1500-1508 (Council on Environmental Quality).
- Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 USC 4851-4856.

#### **B. Flood Plains**

- Flood Disaster Protection Act of 1973, 42 USC 4001-4128.

#### **C. Labor and Safety Standards**

- Convict Labor, 18 U.S.C. 751, 752, 4081, 4082.
- Davis Bacon Act, 40 U.S.C. 276a-276a-5.
- Drug-Free Workplace Act of 1988, 41 USC 701 et seq.
- Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.
- Title IV of the Lead Based Paint Poisoning Prevention Act, 42 U.S.C 4831, 24 CFR Part 35.
- Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5.

#### **D. Laws against Discrimination**

- Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs.
- Americans with Disabilities Act of 1990, Public Law 101-336.
- Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793.
- Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60.
- Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102.
- Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100.
- Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8.
- Fair Housing, Title VIII of the Civil Rights Act of 1968, Public Law 90-284, 42 U.S.C. 3601-19.
- Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631.
- Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551.
- Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a).
- Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1.
- Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352.
- Section 3, Housing and Urban Development Act of 1968, 12 USC 1701u (See 24 CFR 570.607(b)).

#### **E. Office of Management and Budget Circulars**

- 2 CFR 200



#### **F. Other**

- Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54.
- Governmental Guidance for New Restrictions on Lobbying; Interim Final Guidance, Federal Register 1, Vol. 54, No. 243 Wednesday, December 20, 1989.
- Hatch Political Activity Act, 5 U.S.C. 1501-8.
- Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352. (Byrd Anti-Lobbying Amendment). 31 U.S.C. 1352 provides that Grantees who apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- Non-Supplanting Federal Funds.

#### **G. Privacy**

- Privacy Act of 1974, 5 U.S.C. 552a.

#### **H. Relocation**

- Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 and implementing regulations at 49 CFR part 24.
- Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR part 570.

#### **Washington State Laws and Regulations**

- A. Affirmative action, RCW 41.06.020 (1).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17A RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Housing assistance program, Chapter 43.185 RCW
- G. Interlocal cooperation act, Chapter 39.34 RCW.
- H. Noise control, Chapter 70.107 RCW.
- I. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- J. Open public meetings act, Chapter 42.30 RCW.
- K. Prevailing wages on public works, Chapter 39.12 RCW.
- L. Public records act, Chapter 42.56 RCW.
- M. Relocation assistance - real property acquisition policy, Chapter 8.26 RCW.
- N. Shoreline management act of 1971, Chapter 90.58 RCW.
- O. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.
- P. State building code, Chapter 19.27 RCW and Energy-related building standards, Chapter 19.27A RCW, and Provisions in buildings for aged and handicapped persons, Chapter 70.92 RCW.
- Q. State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- R. State environmental policy, Chapter 43.21C RCW.

**23. LICENSING, ACCREDITATION AND REGISTRATION**

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

**24. LIMITATION OF AUTHORITY**

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Grant is not effective or binding unless made in writing and signed by the Agent.

**25. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**26. NOTIFICATION OF TENANT RIGHTS/RESPONSIBILITIES**

The Grantee shall provide all tenants, if any, with information outlining tenant rights and responsibilities under the Washington State Landlord Tenant laws, Title 59, Revised Code of Washington.

The Grantee shall also provide all occupants of property acquired with U.S. Department of Housing and Urban Development (HUD) funds notice regarding their eligibility for relocation assistance. Such notices will be provided as required by the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended and referenced in 49 CFR part 24 and Section 104(d) of the Housing and Community Development Act of 1974, as amended and referenced in 24 CFR 570 and noted in HUD's Handbook No. 1378. Notifications will include but not be limited to:

- General Information Notice
- Notice of Displacement/Non-Displacement

**27. PAY EQUITY**

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Contractor is not in compliance with this provision.

## **28. POLITICAL ACTIVITIES**

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

## **29. PREVAILING WAGE LAW**

The Grantee certifies that all contractors and subcontractors performing work on the project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the project funded by this Grant, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

## **30. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS**

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Grant.

A Grantee which is a nonprofit organization shall establish procurement policies in accordance with 2 CFR Part 200, for all purchases funded by this Grant.

The Grantee's procurement system should include at least the following:

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
3. Minimum procedural requirements, as follows:
  - a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
  - b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
  - c. Positive efforts shall be made to use small and minority-owned businesses.
  - d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
  - e. Contracts shall be made only with reasonable subgrantees/subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
  - f. Some form of price or cost analysis should be performed in connection with every procurement action.
  - g. Procurement records and files for purchases shall include all of the following:
    - 1) Contractor selection or rejection.
    - 2) The basis for the cost or price.
    - 3) Justification for lack of competitive bids if offers are not obtained.
  - h. A system for contract administration to ensure Grantee conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.
4. Grantee and Subgrantee/subcontractor must receive prior approval from COMMERCE for using funds from this Grant to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

**31. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The funds provided under this Grant shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

**32. PUBLICITY**

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**33. RECAPTURE**

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

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

**34. RECORDS MAINTENANCE**

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

The Grantee 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 Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

**35. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

**36. RIGHT OF INSPECTION**

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

**37. SAVINGS**

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

**38. SEVERABILITY**

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

**39. SITE SECURITY**

While on COMMERCE premises, Grantee, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**40. SUBGRANTING/SUBCONTRACTING**

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

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

Every subcontract shall bind the Subgrantee to follow all applicable terms of this Grant. If any Subgrantee fails to comply with any applicable term or condition of this Grant, including the Scope of Work and Budget in Attachment A, the Grantee shall be responsible for completing the work itself, or contracting with another Subgrantee as approved by COMMERCE. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

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

**41. SURVIVAL**

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

**42. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

**43. TERMINATION FOR CAUSE**

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

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

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

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

**44. TERMINATION FOR CONVENIENCE**

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

**45. TERMINATION PROCEDURES**

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

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

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

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

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

**46. TREATMENT OF ASSETS**

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

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.

- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

**47. WAIVER**

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

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**ATTACHMENT A — SCOPE OF WORK AND BUDGET**

**Grantee: City of Omak**

**Contract No. 19-62210-037**

**Section A: Project Description / Deliverable**

The city of Omak is awarded a \$458,173 CDBG General Purpose Grant for stormwater system improvements within public rights-of-way and easements along Asotin Street and Railroad Avenue. The project will result in increased protection of public and environmental health as well as reduced system operation and maintenance costs. Major components of the project include replacing approximately 1,650 lineal feet of storm drain pipe, seven catch basins, five storm drain manholes, surface restoration, and stormwater lift station improvements.

Total project costs are estimated at \$565,000 with funding from local CDBG program income (\$106,827).

The project will provide an area benefit to the city consisting of approximately 4,935 persons with 60.19 percent having low- and moderate- incomes based on HUD 2019 LMI data.

**Section B: Project Activities, Milestones and Budget**

CDBG Budget Code	Budget Amount	Project Activities	Performance Milestones
21A General Admin.	\$0	<p align="center"><b>*Must complete each bulleted project activity to meet the corresponding milestone.</b></p> <ul style="list-style-type: none"> <li>▪ Execute grant contract with Commerce.</li> <li>▪ Establish administrative, financial, reporting, and record keeping systems.</li> </ul> <p>Payment requests:</p> <ul style="list-style-type: none"> <li>▪ Ensure local program income is used prior to requesting additional CDBG reimbursements.</li> <li>▪ Review project costs and invoices against project budget and contract start date.</li> <li>▪ Once costs are approved, prepare and submit payment request and project status report to Commerce.</li> <li>▪ Document receipt of grant funds and reimbursement of eligible costs.</li> <li>▪ Complete applicable civil rights requirements.</li> </ul> <ul style="list-style-type: none"> <li>▪ Resolve all monitoring issues with CDBG.</li> <li>▪ Grant activities are accomplished.</li> <li>▪ Conduct a final public hearing to review project performance.</li> <li>▪ Submit a CDBG Contract Closeout Report.</li> <li>▪ List CDBG expenditures in your annual Schedule of Expenditures of Federal Awards and arrange an audit with the State Auditor's Office to meet the Uniform Guidance (2 CFR Part 200).</li> </ul>	<p>Before first payment request</p> <p>Not more than monthly</p> <p>First payment request within 270 days from contract execution</p> <p>Prior to Commerce's on-site monitoring</p> <p>Before requesting final 5% of CDBG award</p> <p>Before audit</p>

**Section B: Project Activities, Milestones and Budget (continued)**

CDBG Budget Code	Budget Amount	Project Activities	Performance Milestones
03J Stormwater System Improvements	\$458,173	<p align="center"><b>*Must complete each bulleted project activity to meet the corresponding milestone.</b></p> <ul style="list-style-type: none"> <li>▪ Advertise for project administration and for engineering services; outreach to MWBE and encourage Section 3 local business participation.</li> <li>▪ Select engineer, verify they and their subcontractors do not have an active exclusion record in the federal award system (SAM.gov) and include documentation in CDBG file.</li> <li>▪ Contract for services. Include required federal provisions.</li> <li>▪ Complete the Section 106 of the National Historic Preservation Act review process.</li> <li>▪ Complete the environmental review including required consultation and public notices, and prepare an environmental review record in compliance with NEPA requirements for CDBG.</li> <li>▪ Receive CDBG release of funds.</li> <li>▪ Complete final design and plans.</li> <li>▪ Request federal and state prevailing wage rates and prepare bid documents in consultation with CDBG project manager.</li> <li>▪ Advertise and solicit bids for construction; outreach to MWBE and encourage Section 3 local businesses.</li> <li>▪ Conduct bid opening.</li> <li>▪ Select contractor, verify they and their subcontractors do not have an active exclusion record in the federal award system (SAM.gov), and include documentation in CDBG file.</li> <li>▪ Award construction contract and provide Commerce with required notice to proceed documents.</li> <li>▪ Begin construction.</li> <li>▪ Review certified payrolls and submit first week labor standards package.</li> <li>▪ Contractor and subcontractors complete weekly certified payrolls, and payrolls are reviewed for compliance with CDBG requirements.</li> <li>▪ Regularly monitor engineering, weekly certified payrolls, and construction for compliance with applicable federal and state regulations, and conduct progress meetings.</li> <li>▪ Complete construction and conduct final inspection.</li> <li>▪ Conduct construction retainage release process.</li> <li>▪ Meet the CDBG national objective of principally benefiting low- and moderate-income persons.</li> <li>▪ Accomplish HUD's outcome of increasing the community's availability and access to sustainable infrastructure systems to achieve HUD's objective of creating suitable living environments.</li> </ul>	<p>Before first payment request for professional services</p> <p>Before release of funds</p> <p>Before construction contract awarded</p> <p>Before first payment request for construction costs</p> <p>Weekly during construction</p> <p>Before construction is considered complete</p> <p>Approx. 2,970 LMI persons will begin receiving a benefit by January 31, 2022</p>
<b>TOTAL:</b>		<b>\$458,173</b>	

## STATE AND FEDERAL REQUIREMENTS AND ASSURANCES

In addition to laws listed in the general terms and conditions of this Grant, the Grantee assures compliance with the following laws and regulations as they pertain to the local project. Contact the CDBG program if you want assistance in obtaining a copy of any of these.

### FEDERAL

#### A. HOUSING AND COMMUNITY DEVELOPMENT

1. Executive Order 11063, as amended by Executive Order 12259 (24 CFR Part 107).
2. The Housing and Community Development Act of 1974, as amended through 1992: Sections 109; 104 (b) 4; 104 (d); and 104 (l), which prohibit discrimination and require identification of housing and community development needs; a "residential anti-displacement and relocation assistance plan"; and adoption and enforcement of policies prohibiting the use of excessive force.

#### B. LABOR

1. Prohibition of Use of CDBG for Job-Pirating Activities, 24 CFR Part 570.482(f), revised June 2006.

#### C. ENVIRONMENTAL AND CULTURAL

1. The Clean Air Act, as amended, 42 U.S.C. 7401 et seq.
2. Executive Order 11990, May 24, 1977, as amended by Executive Order 11990: Protection of Wetlands, 42 FR 26961 et seq.
3. The Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 et seq.
4. Executive Order 11988, May 24, 1977: Floodplain Management and Wetland Protection, 42 FR 26951 et seq.
5. Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 et seq.
6. The Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 et seq.
7. The Reservoir Salvage Act of 1960, as amended by the Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469 et seq.
8. The Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f et seq., 21 U.S.C. 349, as amended, and 40 CFR Part 149.
9. The Federal Water Pollution Control Act of 1972, as amended, including the Clean Water Act of 1977, Public Law 92-212, 33 U.S.C. Section 1251 et seq.
10. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq.
11. The Fish and Wildlife Coordination Act of 1958, as amended, 16 U.S.C. Section 661 et seq.
12. The National Historic Preservation Act of 1966, 16 U.S.C. 470
13. The Archaeological and Historical Data Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.
14. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971.
15. Farmland Protection Policy Act of 1981, 7 U.S.C. 4201 et seq., and 7 CFR Part 658.
16. Environmental Justice (Executive Order 12898), as amended by Executive Order 12948.
17. Explosive and Flammable Operations (Section 2 of the Housing Act of 1949, as amended, 42 U.S.C. 1441; Section 7(d) of the HUD Act of 1965, 42 U.S.C. 3535(d); Section 2 of the HUD Act of 1969, 42 U.S.C. 1441(a); and 24 CFR Part 51 Subpart C).
18. Airport Clear Zones and Accident Potential Zones (Section 2 of the Housing Act of 1949 as amended, 42 U.S.C. 1441), affirmed by Section 2 of the HUD Act of 1969, P.L. No 90-448, Section 7(d) of the HUD Act of 1965, 42 U.S.C. 3535(d), and 24 CFR Part 51 Subpart D.

19. Toxic Chemicals and Radioactive Materials (Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended by Superfund Amendments and Reauthorization Act and 24 CFR 58.5(i)).
20. Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency – 40 CFR Parts 6, 51, and 93).

**STATE**

1. Relocation Assistance and Real Property Acquisition Policy, Chapter 8.26 RCW.



STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000  
[www.commerce.wa.gov](http://www.commerce.wa.gov)

September 13, 2019

The Honorable Cindy Gange  
Mayor of Omak  
PO Box 72  
Omak, WA 98841

Dear Mayor Gange:

I am pleased to inform you that the city of Omak has been selected by Commerce to receive up to \$458,173 in federal Community Development Block Grant (CDBG) funds. This award is based on the jurisdiction's CDBG General Purpose Grant application for stormwater system improvements.

Prior to grant contract execution, this letter allows you to begin incurring costs not to exceed ten percent of your award as of the date of this letter, for only the following activities:

- Administration including staffing, travel and training
- Review of environmental laws and authorities, including Section 106 of the National Historic preservation Act of 1996
- Preliminary engineering design work and consultations needed for completion of the environmental review
- Subrecipient agreements or professional service contracts for any of the above activities

CDBG procurement requirements must be followed before hiring professional services or contractors to be funded by this CDBG award. These requirements are described in Sections 5 and 7 of the CDBG Management Handbook, which is available electronically at [www.commerce.wa.gov/cdbg](http://www.commerce.wa.gov/cdbg). Until the 2019 CDBG Management Handbook becomes available in the fall of 2019, you may use the 2018 version.

CDBG-specific compliance with National Environmental Policy Act (NEPA) must be completed before any construction bid advertising or property acquisition activity can occur. These procedures are described in Section 6 of the CDBG Management Handbook.

Eligible costs will be reimbursed by Commerce after a grant contract between the jurisdiction and Commerce is executed and the environmental review is complete (see enclosure for further explanation). All costs to be reimbursed must comply with applicable state and federal requirements.

The Honorable Cindy Gange

September 13, 2019

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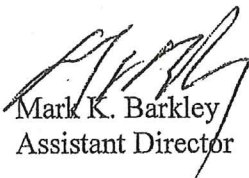
A CDBG contract management webinar will be scheduled for the fall of 2019. The jurisdiction's project manager and consultant directly engaged in the project are to participate in the webinar. Registration materials for this free webinar will be forthcoming.

If your project is not ready to proceed, resulting in the contract's execution being delayed over 90 days from the date of this letter, the CDBG award may be rescinded with an invitation to reapply.

Jacque Andresen has been assigned to develop this contract. If you have any questions, please contact Jacquie at (360) 725-3017 or jacque.andresen@commerce.wa.gov.

I congratulate you and others for your efforts thus far. We look forward to working with you on this worthwhile project.

Sincerely,



Mark K. Barkley  
Assistant Director

Enclosure

cc: Todd McDaniel, City Administrator

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Connie Thomas, City Clerk



Date: November 18, 2019

Subject: **Resolution 77-2019** Designating Official Newspaper for 2020

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The Attached Resolution **77-2019, a Resolution Designating an Official Newspaper for the City of Omak In 2020**, is forwarded for your consideration.

I reached out to the Omak-Okanogan Chronicle and the Wenatchee Daily World on October 28, 2019 giving them the opportunity to bid for our city newsprint and legal advertising services in 2020. The bid closed on November 12, 2019. Both newspapers provided a bid "per column inch".

The Omak-Okanogan Chronicle provided the lowest bid of \$10 per column inch of legal advertising.

I support this Resolution and urge its Adoption.

**RESOLUTION NO. 77-2019**

**A RESOLUTION DESIGNATING AN OFFICIAL NEWSPAPER  
FOR THE CITY OF OMAK IN 2020**

**WHEREAS**, RCW 35.21.875 provides as follows:

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

**WHEREAS**, RCW 35.23.352 (7) provides as follows:

“Bids shall be called annually and at a time and in the manner prescribed by ordinance for the publication in a newspaper of general circulation in the city or town of all notices or newspaper publications required by law. The contract shall be awarded to the lowest responsible bidder.”; and

**WHEREAS**, the newspaper designated below meets the requirements prescribed by Chapter 65.16 RCW.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON**, as follows:

Section 1. The following newspaper is hereby designated the official newspaper of the City of Omak for 2020: **The Omak-Okanogan County Chronicle.**

**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



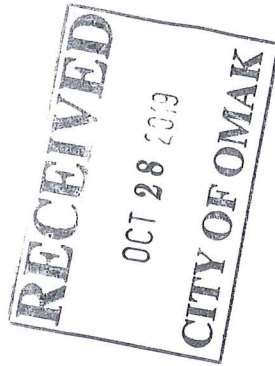
**Connie Thomas**

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**From:** Teresa Myers <tmyers@omakchronicle.com>  
**Sent:** Monday, October 28, 2019 1:59 PM  
**To:** Connie Thomas  
**Subject:** 2020 Omak Chronicle City of Omak Legal bid

Connie, the Chronicle would like to offer a bid of \$10 per column inch of legal advertising if it is designated an official newspaper for the City of Omak in 2020. In January 2019 we had a 50-cent rate increase, the 2020 City of Omak contract will reflect this rate increase. Please let me know if you require further documentation. Teresa Myers.

Teresa Myers  
Publisher/Ad Manager  
The Chronicle  
618 Okoma Drive  
PO Box 553  
Omak, WA 98841  
p. 509.826.1110 x. 122  
f. 509.826.5819  
t. 1.800.572.3446



# THE WENATCHEE WORLD

November 8, 2019

Connie Thomas, CMC  
City Clerk  
City of Omak  
P.O. Box 72  
Omak, WA 98841

Re: Call for bids for the City of Omak official legal newspaper and advertising

Connie,

The Wenatchee World welcomes the opportunity to submit a bid for designation as the legal newspaper of record for the City of Omak.

The Wenatchee World's current paid circulation in Okanogan County is approximately 600 newspapers each weekday and 950 newspapers each weekend. This includes mail delivery to our paid subscribers as well as over-the-counter sales in the county. Our total paid print circulation is 10,977 daily and 13,283 for the weekend.

In addition, all of our legal notices are posted at no additional charge on [www.wapublicnotices.com](http://www.wapublicnotices.com), a site hosted by the Washington Newspaper Publishers Association. This extends our reach well beyond our physical newspaper edition and allows for greater readership of legal notices.


Our double column width legal section is 2.5833". We accept ads by email to: [legals@wenatcheeworld.com](mailto:legals@wenatcheeworld.com)

We publish Tuesday thru Saturday, our deadline for submissions is 11:00 a.m., two publishing days in advance. Affidavits of publication are produced and mailed on the date of last publication.

**We propose a rate of \$16.50 (weekday) and \$16.80 (weekend) per column inch.**

We greatly value a potential association with the City of Omak, and hope that we'll be able to maintain this relationship moving forward. Our readers have come to rely on our newspaper for this region's legal notice information, including property sales, hearing notices, bid information and other legal concerns. If you have any questions or require further information, please do not hesitate to contact us.

Best Regards,



Sean Flaherty,  
Advertising Director  
[flaherty@wenatcheeworld.com](mailto:flaherty@wenatcheeworld.com)  
(509) 664-7136



**INTEROFFICE MEMORANDUM**

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**TO:** MAYOR GAGNÉ  
OMAK CITY COUNCIL

**FROM:** FINANCE DEPARTMENT

**SUBJECT:** RES. 78-2019– ADOPTING 2020 FEE SCHEDULE

**DATE:** NOVEMBER 18, 2019

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The attached **Resolution 78-2019, a Resolution Setting Various Fees or Charges for services for Fiscal Year 2020**, is forwarded for your consideration.

This fee schedule includes an increase of \$3 to the RV Park per night stay, adds a RV Reservation Cancellation Fee of \$10 and adds a hourly pool rental fee for Monday-Saturday pool parties.

An increase of 2% was applied to utility rates which include: water, sewer, garbage and storm drain. The estimated increase to a single-family base rate bill will be \$2.99.

I support this Resolution and urge its adoption.

**RESOLUTION NO. 78-2019**

**A RESOLUTION FOR THE CITY OF OMAK SETTING VARIOUS FEES  
OR CHARGES FOR SERVICES FOR FISCAL YEAR 2020**

**WHEREAS**, the City Council of the City of Omak sets the fees for permits and/or services; and,

**WHEREAS**, the City Council annually reviews all fees and charges for services during the annual budget process and have reviewed the fees for fiscal year 2020.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON**, do hereby adopt the **City of Omak Fee Schedule** for fees and/or permits, sewer, storm drain, water, and solid waste fees; attached to this Resolution as "Exhibit A":

**Section 1.** The City water rates, as attached to this Resolution, are effective March 16, 2020. The current water rates will remain in effect until March 15, 2020.

**Section 2.** The City solid waste rates, as attached to this Resolution, will be effective March 16, 2020. The current solid waste rates will remain in effect until March 15, 2020.

**Section 3.** The City sewer rates, as attached to this Resolution, are effective March 16, 2020. The current sewer rates will remain in effect until March 15, 2020.

**Section 4.** The City storm drain rates, as attached to this Resolution, are effective March 16, 2020. The current storm drain rates will remain in effect until March 15, 2020.

**Section 5.** Other rates have been revised as shown in red in Exhibit "A."

**Section 6.** The other rates found in the **City of Omak Fee Schedule** will remain the same.

**Section 7.** Resolution No. 71-2018 is hereby repealed as of January 1, 2020.

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

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

# EXHIBIT A

**DRAFT**  
**CITY OF OMAHA FEE SCHEDULE 2020**

CATEGORY		FEE
<b>ADULT ENTERTAINMENT BUSINESS LICENSES</b>		
1) Application fee		100.00
2) Adult cabaret – annual license		500.00
3) All other – annual license		250.00
<b>AIRPORT FEES</b>		
1) Tie down fees - Non-Commercial, Light single and twin, Based Aircraft Commercial - Standard tiedown space Non-uniform space (Landing fees included in tie down rates)	Monthly Weekly Weekly	\$15.00 per month \$20 per Week \$0.01 per Square foot
2) Hangar lease rate		\$0.10 per sq. ft. per year minimum of \$20.00 per month
3) Fuel	100LL JETA	Wholesale price including taxes plus \$.50 per gallon Wholesale price including taxes plus \$ 1.00 per gallon
4) Commercial scheduled carriers landing fee	Fuel Flowage FEE	\$0.10 per gallon \$100.00 per month
<b>ANIMAL ABUSE</b>		
a. Inflicts unnecessary suffering or pain upon an animal		\$500.00
b. Fails to provide the animal with necessary food, water, shelter, rest, sanitation, ventilation, space or medical attention and the animal suffers unnecessary or unjustifiable physical pain as a result of the failure.		\$500.00
c. Abandons the animal		\$500.00
<b>ANIMAL FEES</b>		
1) Impound fees		\$50.00
2) Boarding fee per day		\$25.00
3) Redemption fee for animals other than dogs		\$60.00/day
4) Animal Licenses-Neutered/Spayed		\$10.00
5) Animal Licenses – Unneutered/Unspayed		\$150.00
6) Animal Licenses – Neutered/Spayed-owner 60 years of age or older		\$5.00
7) "Animal Fancier Permit" Non-refundable Application Fee		\$25.00
8) "Animal Fancier Permit" Issuance Fee		\$100.00 per year
9) Late animal license fee (purchased after Jan. 31 <sup>st</sup> )		\$25.00
10) Replacement license		\$5.00
	<b>Actual Cost of Impound Plus</b>	

CATEGORY	FEE
<b>ANIMAL VIOLATIONS</b>	
1) Failure to license animal 1st offense	\$250.00
2) Failure to license animal 2nd offense	\$500.00
3) Failure to license animal - All subsequent violations	\$500.00
4) Misuse of license tag	\$250.00
5) Animal at large 1st offense	\$250.00
6) Animal at large 2nd offense	\$500.00
7) Animal at large - All subsequent violations	\$500.00
8) Dog charging	\$250.00
9) Dog chasing vehicles	\$250.00
10) Animal destroying private property	\$250.00
11) Animal scattering refuse	\$250.00

CATEGORY	FEE
<b>ANIMAL VIOLATIONS (cont'd)</b>	
12) Animal depositing fecal matter	\$50.00
13) Dog biting 1st offense	\$500.00
14) Dog biting --All subsequent violations	\$500.00
15) More than two dogs at residence w/out "Animal Fancier Permit"	\$150.00 per excess dog
16) More than three dogs at residence with "Animal Fancier Permit"	\$150.00 per excess dog
17) More than three cats at residence (per cat)	\$100.00
20) Public nuisance (bark/whine)	\$500.00
21) Allowing vicious dog/animal at large	\$500.00

**AUDITOR FILING FEES**  
 Actual costs as set by  
 Okanogan County

**BANK FEES - NSF check fees**  
 In addition, if two (2) NSF checks from the same party are received for payment of any City service within a 6 month period, the customer will not be allowed to pay for any City services by check for a period of three (3) years.  
**Invoice Cloud E-Check Rejection Fee** \$15.00

**BICYCLE REGISTRATION (For lifetime of bicycle)**  
 \*If bicycle is impounded, registration must be purchased before it is returned.  
 \$ 10.00 \*

**CATEGORY**  
**BUILDING PERMIT AND PLAN REVIEW FEE SCHEDULE**

Total Valuation	Permit Fee
\$1.00 to \$500.00	\$23.50
\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00 or fraction thereof
Inspections outside of normal business hours (minimum charge – two hours)	\$50.00 per hour
Re-inspection fees assessed for work required to be corrected by prior correction notice and not completed	\$50.00 per hour
Inspections for which no fee is specifically indicated (minimum charge – one half hour)	\$50.00 per hour
Additional Plan review required by changes, additions or revisions to plans (minimum charge – one-half hour)	\$50.00 per hour
Plan Review Fee – Commercial Building Permit: A plan review fee of 65% of the above building permit fee shall be added to the cost of each commercial building permit	65% of building permit fee
Plan Review Fee – Residential Building Permit: A plan review fee of 25% of the above building permit fee shall be added to the cost of each residential building permit	25% of building permit fee
Third Party Review Fee (i.e., sprinkler/alarm systems, utilities)	Actual Costs

CATEGORY	
<b>BUSINESS REGISTRATION FEE</b>	\$25.00
<b>CEMETERY FEES</b>	
Grave Fee	\$850.00
Adult Grave	\$800.00
Infant Grave	\$500.00
Remains Grave	
<b>Opening &amp; Closing Fees:</b>	
Adult Grave	\$850.00
Infant Grave	\$800.00
Remains Grave	\$500.00
1) Opening/closing fees for burials on Saturday, Sunday, or holiday or with less than 48 hours notice	
Adults	\$1,000.00
Infants	\$950.00
Remains	\$650.00
Extra charge for winter burial	\$100.00
<b>Headstone setting fees</b>	
16" x 36"	\$250.00
12" x 24"	\$250.00
8" x 16"	\$200.00
Metal receptacle for flowers	\$20.00 plus sales tax

CATEGORY	
<b>COPIES OF CITY RECORDS</b>	
1) Audio tape	Actual cost & postage
2) Comprehensive plans (includes park, water, sewer, shoreline, capital facilities, etc.)	Actual cost & postage
3) Disk - copy to disk	Actual cost & postage
4) Ordinance & resolutions - first copy	No charge
5) Copies (all Departments)	First 30 pages free-31 pages or more at \$.15 for each page
6) Photographs	Actual cost & postage
<b>DANCE PERMIT</b>	\$25.00
<b>DEMOLITION PERMIT FEE</b>	\$100.00



FILL AIR BOTTLES BY FIRE DEPARTMENT		FEE
1) 30 minute low air pressure bottle		\$3.00
2) 45 to 60 minutes high air pressure bottle		\$5.00
3) SCUBA Bottles		\$5.00
4) Large bottles for Cascade Systems		\$10.00
FIRE PERMITS		FEE
Aerosol products		\$25.00
Aircraft refueling vehicles		\$25.00
Aircraft repair hangar		\$25.00
Asbestos removal		\$25.00
Automobile wrecking yard		\$25.00
Battery sys – install/operate stationary lead-acid battery system		\$25.00
Bowling pin or alley refinishing		\$25.00
Burn Permits		\$10.00
Carnivals & fairs		\$25.00
Cellulose nitrate film storage		\$25.00
Cellulose nitrate storage (more than 25 pounds)		\$25.00
Combustible fiber storage		\$25.00
Combustible material storage		\$25.00
Commercial rubbish handling operation		\$25.00
Compressed gases		\$25.00
Cryogens		\$25.00
Dry cleaning plants		\$25.00
Dust producing operations		\$25.00
Explosives or blasting agents		\$25.00
Fireworks		\$100.00
Flammable liquid pipeline operation or excavation		\$50.00
Flammable or combustible liquid/tank		\$25.00
Fumigation or thermal insecticide		\$25.00
Garages – repair motor vehicles		\$25.00
Hazardous materials		\$25.00
High-piled combustible storage		\$25.00
Junkyards		\$25.00
Liquefied petroleum gases		\$25.00
Lumberyards		\$25.00
Magnesium working		\$25.00
Matches – manufacture/storage		\$25.00
Open-flame device for maintenance		\$25.00
Organic coats		\$25.00
Ovens, industrial baking or drying		\$25.00
Parade floats		\$10.00
Radioactive materials		\$25.00
Refrigeration equipment		\$25.00
Spraying or dipping		\$25.00

<b>FIRE PERMITS - CONTINUED</b>		<b>FEE</b>
Tank vehicles		\$25.00
Tents/canopies & temporary membrane		\$25.00
Tire recapping		\$25.00
Tire storage (excess of 1,000 cu ft)		\$25.00
Waste material handling plant		\$25.00
Welding & cutting operations		\$25.00
Wood products		\$25.00
Floor dry - Per 25 lb. Bag		\$5.00
Containment boom - 3" x 20'		\$20.00
Absorbent pads - 18" x 18"		\$1.00
Various - Foam per gal		\$15.00
<b>LAND USE - CATEGORY</b>		
<b>LAND USE FEES (Plus Actual Cost for Hearing Examiner Publication/Filing Fees and all Fees are non-refundable regardless)</b>		
1) Annexation petition		\$200.00
2) Appeal Fee Processing (in addition to all incurred actual costs)		\$300.00 + Actual Cost
3) Binding site plan		\$500.00
4) Boundary line adjustment		\$75.00
5) Comprehensive plan amendment - <b>Application Fee</b>		\$500.00
6) Conditional Use Permit - Application Fee		\$400.00
7) Large Lot Segregation Process Fee (non-refundable)		\$100.00
8) Large Lot Segregation Completed Application Fee		\$100.00
9) Parcel Consolidation		\$75.00
10) SEPA checklist - DNS - <b>Processing</b>		\$175.00
11) Shoreline Plan conditional use permit		\$600.00
12) Shoreline Plan - Statement of exemption		\$25.00
13) Shoreline Plan - substantial development permit		\$500.00
14) Shoreline Plan - variance permit		\$600.00
15) Short Plat Subdivision Process fee (non-refundable)		\$100.00
16) Short Plat Subdivision completed application fee		\$200.00
17) Short Plat Subdivision per lot		\$25.00
18) Street Petition to Vacate Right-of-Way/Easement		\$125.00
19) Regular subdivision Process fee (non-refundable)		\$100.00
20) Regular Subdivision completed application fee		\$600.00
21) Regular Subdivision per lot fee		\$75.00
22) Variance to Zoning Code		\$300.00
23) Zoning Amendment or rezone - Application		\$500.00

CATEGORY	FEE
<b>LIBRARY ROOM RENTAL RATE</b>	\$ 10.00/hour

MECHANICAL PERMIT FEES	FEE
Permit Issuance and Heaters 1. For the issuance of each mechanical permit 2. For issuing each supplemental permit for which the original permit has not expired, been cancelled or finalized.	\$23.50 \$7.25
<b>Unit Fee Schedule</b>	
<b>(Note: The following do not include permit-issuing fee)</b>	
1. <b>Furnaces.</b> For the installation or relocation of each of forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h (29.3 kW) <ul style="list-style-type: none"> <li>▪ For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu/h (29.3 kW)</li> <li>▪ For the installation or relocation of each floor furnace, including vent</li> <li>▪ For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater</li> </ul>	\$14.80   \$18.20
2. <b>Appliance Vents.</b> For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$7.25

CATEGORY	FEE
<b>MECHANICAL PERMIT FEES (continued)</b> Unit Fee Schedule (Note: The following do not include permit-issuing fee)	
3. <b>Repairs or Additions.</b> For the repair of alteration of , or addition to each heating appliance, refrigeration unit, cooling unit absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	\$13.70
4. <b>Boilers, compressors and absorption systems</b> <ul style="list-style-type: none"> <li>▪ For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000Btu/h (29.3 kW)</li> <li>▪ For the installation or relocation of each boiler or compressor over three horsepower (10.6 kW) to and including 15 horsepower (52.7 kW), or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6 kW)</li> <li>▪ For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW) to and including 30 horsepower (105.5kW), or each absorption system over 500,000 Btu/h (146.6kW) to and including 1,000,000 Btu/h(293.1kW)</li> <li>▪ For the installation or relocation of each boiler or compressor over 30 horsepower (105.5kW) to and including 50 horsepower (176kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 Kw)</li> <li>▪ For the installation or relocation of each boiler or compressor over 50 horsepower (176kW), or each absorption system over 1,750,000 Btu/h (512.9 kW)</li> </ul>	\$14.70 \$27.15 \$37.25 \$55.45 \$92.65
5. <b>Air handlers.</b> For each air handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code.  <ul style="list-style-type: none"> <li>▪ For each air-handling unit over 10,000 cfm (4719 L/s)</li> </ul>	\$10.65 \$18.10
6. <b>Evaporative Coolers.</b> For each evaporative cooler other than portable type	\$10.65

CATEGORY	FEE
<b>MECHANICAL PERMIT FEES (continued)</b>	
<b>7. Ventilation and Exhaust</b> <ul style="list-style-type: none"> <li>▪ For each ventilation fan connected to a single duct</li> <li>▪ For each ventilation system which is not a portion of any heating or air-condition system authorized by a permit</li> <li>▪ For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood</li> </ul>	\$7.25  \$10.65
<b>8. Incinerators.</b> <ul style="list-style-type: none"> <li>▪ For the installation or relocation of each domestic-type incinerator</li> <li>▪ For the installation or relocation of each commercial or industrial-type incinerator</li> </ul>	\$18.20 \$14.50
<b>9. Miscellaneous</b> <p>For each appliance or piece of equipment regulated by the Mechanical Code but classed in other appliance categories, or for which no other fee is listed in the table</p> <p>When Chapter 13 is applicable, permit fees for fuel gas piping shall be:</p> <p>Gas Piping System;</p> <ul style="list-style-type: none"> <li>• For each gas piping system of one to four outlets</li> <li>• For each additional outlet exceeding four, each</li> </ul>	\$10.65  \$4.75 \$1.10
<p>When Chapter 14 is applicable, permit fees for process piping shall be as follows:</p> <ul style="list-style-type: none"> <li>▪ For each hazardous process piping system (HPP) of one to four outlets</li> <li>▪ For each hazardous process piping system of five or more outlets, per outlet</li> <li>▪ For each non-hazardous process piping system (NPP) of one to four outlets</li> <li>▪ For each non-hazardous piping system of five or more outlets, per outlet</li> </ul>	\$5.00 \$1.00 \$2.00 \$0.50
<b>10. Other Inspections and Fees</b> <ul style="list-style-type: none"> <li>▪ Inspections outside of normal business hours, per hour (minimum charge – two hours)</li> <li>▪ Re-inspection fees assessed under provision of Section 116.6, per inspection</li> <li>▪ Inspections for which no fee is specifically indicated, per hour (minimum charge – one half hour)</li> <li>▪ Additional plan review required by changes, additions or revisions to plan or to plans for which an initial review has been completed (minimum charge – one-half hour) or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wage and fringe benefits of the employees involved.</li> </ul>	\$50.00 \$50.00 \$50.00  \$50.00

CATEGORY	FEE
<b>MOBILE HOME PERMITS</b>	
1. Single Wide in Mobile Home Park	\$210.00
2. Double Wide in Mobile Home Park	\$235.00
3. Triple Wide in Mobile Home Park	\$260.00
4. Single Wide on individual lot	\$300.00
5. Double Wide on individual lot	\$335.00
6. Triple Wide on individual lot	\$370.00
<b>NOTARY FEE Per Document</b>	<b>FEE</b>
	\$10.00

<b>PAWNBROKER LICENSE</b>	
1. Initial fee	\$25.00
2. Annual fee	\$10.00
3. Per employee	\$10.00

<b>PEDDLER LICENSE - per year</b>	\$25.00
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CATEGORY	FEE
<b>PLUMBING PERMIT FEES</b>	
<b>Permit Issuance</b>	
1) For issuing each permit	\$20.00
2) For issuing each supplemental permit	\$10.00
<b>Unit Fee Schedule (in addition to items 1 &amp; 2 above:</b>	
1) For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection therefore)	\$7.00
2) For each building sewer and each trailer park sewer	\$20.00
3) Rainwater systems – per drain (inside building)	\$7.00
4) For each cesspool (where permitted)	\$25.00
5) For each private sewage disposal system	\$40.00
6) For 3ach water heat and/or vent	\$7.00
7) For each gas-piping system of one to five outlets	\$5.00
8) For each additional gas piping system outlet, per outlet	\$1.00
9) For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps	\$7.00
10) For each installation, alteration or repair of water piping and/or water treating equipment, each	\$20.00
11) For each repair or alteration of drainage or vent piping, each fixture	\$7.00
12) For each lawn sprinkler system on any on meter including backflow protection devices therefore	\$7.00
13) For atmospheric-type vacuum breakers not including in item 12. 1 - 5 For atmospheric-type vacuum breakers not including in item 12. over 5, each	\$5.00 \$1.00
14) For each backflow protective device other than atmospheric type vacuum breakers: 2 inch (51mm) diameter and smaller Over 2 inch (51 mm) diameter	\$7.00 \$15.00
15) For each gray water system	\$40.00
16) For initial installation and testing for a reclaimed water system	\$30.00
17) For each medical gas piping system serving one to five inlet(s) (outlet(s) for a specific gas	\$50.00
<b>Other inspections and Fees:</b>	
1) Inspections outside of normal business hours	\$50.00 per hr.
2) Re-inspection fee	\$50.00 per hr.
3) Inspections for which no fee is specifically indicated	\$50.00 per hr.
4) Additional plan review required by changes, additions, or revisions to approved plans (minimum charge – one half hour)	\$50.00 per hr.

CATEGORY	FEE
<b>POLICE DEPT FEES</b>	
1) Background check letter	\$20.00
2) Fingerprints 2 card maximum	\$10.00
3) Each additional fingerprint card	\$5.00
4) School employee background check (includes postage)	\$11.00
5) Paper process service	\$20.00
6) Specialized training by state certified instructor	\$ 50.00 per hour
7) Polygraph examinations	\$200.00
8) Vehicle Impounds	\$100.00 per vehicle
<b>PUBLIC SWIMMING POOL FEES</b>	
1) Swimming Pool Daily Admission	\$2.00
▪ Child under 18 yrs of age	\$3.00
▪ Adult	
2) Swimming Pool Season Pass	\$50.00
▪ Child	\$75.00
▪ Adult	\$175.00
▪ Family	
3) Swimming Lessons	\$20.00
▪ Child or Adult	\$40.00
▪ Without Season Swim Pass	
4) Pool Rental	
▪ <b>One hours (After Hours Monday - Saturday only)</b>	<b>\$75.00</b>
▪ <b>Two hours (Minimum)</b>	<b>\$140.00</b>
▪ <b>Four hours</b>	<b>\$220.00</b>
	<del>\$110.00</del>
	<del>\$200.00</del>



**RV PARK FEES**

- 1) Full hookup- per night  
All RV Sites  
  - \$27.19 + Taxes = \$30/night
  - 29.82 + Taxes = \$33/night**
- All RV Sites with Current Good Sam Membership
- 2) Tents per night  
  - \$24.47 + Taxes = \$27.00/night
  - 26.84 + Taxes = \$29.70/night**
- 3) Showers – each  
  - \$18.12 + Taxes = \$20.00/night
  - \$0.75
- 4) Winter Rates – Electrical Connection Only  
  - \$22.66 + Taxes = \$25.00/night
  - 25.30 + Taxes = \$28.00/night**
  - \$20.39 + Taxes = \$22.50/night
  - 22.77 + Taxes = \$25.20/night**
- Winter Rates-Electric Only with current Good Sam Membership

**5) RV Reservation Cancellation Fee**  
**Customer will receive a full refund less cancellation fee if the cancellation is received at least 1 day before the arrival date.**  
**No refunds if cancellation is less than 7 days prior to the 1st day of the Stampede Event.**  
**A cancellation fee will apply**

**SIGN PERMIT FEES**  
 Fee based upon Valuation and Permit Fee from Building Permit & Plan Review Schedule

**STREET CLOSURE FEES** \$75.00

**TAXI CAB LICENSE**

- 1) Annual license \$30.00
- 2) 1/2 year after July 1st per cab \$15.00
- 3) Chauffeur Fee-(per vehicle) \$15.00

**CATEGORY** **FEE**

**UTILITY SERVICES:**  
**Garbage Collection Rates**

**2% Increase**  
**Effective March 16, 2020**

Residential Service Description Per Month	Amount	Proposed Increase
One 20 gallon mini can-(re-Admin-fee)	\$10.64	\$10.75
**Customer 65 years of age or older only		
One (1) can - low income seniors (re-Admin-Fee)	\$10.89	\$11.11
One (1) Can	\$13.15	\$13.41
65 Gallon Cart -maximum weight of 95 lbs.	\$18.44	\$18.81
95 gallon cart - maximum weight of 130 lbs.	\$23.11	\$23.57
Occasional extra (per unit)	\$3.75	\$3.83
15' to 50' carryout charge	\$4.99	\$5.09
50' to 100' carryout charge	\$8.28	\$8.45

Commercial Service Description	Amount	Proposed Increase
<b>Pickup One (1) time Per Week</b>		
One (1) Can	\$14.14	\$14.42
65 gallon cart - maximum weight of 95 lbs.	\$18.60	\$18.97
95 gallon cart- maximum weight of 130 lbs.	\$23.27	\$23.74
Occasional extra	\$3.75	\$3.83
15' to 50' carryout charge	\$4.99	\$5.09
50' to 100' carryout charge	\$8.28	\$8.45

Commercial Service Description	Amount	Amount
<b>Pickup Two (2) times Per Week</b>		
65 gallon cart - maximum weight of 95 lbs.	\$35.75	\$36.47
95 gallon cart- maximum weight of 130 lbs.	\$44.86	\$45.76
Occasional extra	\$3.75	\$3.83
15' to 50' carryout charge	\$9.96	\$10.16
50' to 100' carryout charge	\$16.57	\$16.90

Commercial Service Description	Amount	Amount
<b>Pickup Three (3) times Per Week</b>		
65 gallon cart - maximum weight of 95 lbs.	\$52.76	\$53.82
95 gallon cart - maximum weight of 130 lbs.	\$66.58	\$67.91
Occasional extra	\$3.75	\$3.83
15' to 50' carryout charge	\$14.94	\$15.24
50' to 100' carryout charge	\$24.86	\$25.35

CONTAINER SERVICE		AMOUNT	Proposed Increase
Pickup One Time Per Week	Monthly Rate	Monthly Rate	Monthly Rate
1 yard	\$80.52	\$82.13	
1 ½ yard	\$97.62	\$99.57	
2 yard	\$114.75	\$117.05	
3 yard	\$175.33	\$178.84	
4 yard	\$210.48	\$214.69	
6 yard	\$271.96	\$277.39	
20 yard plus Disposal Fee	\$594.81	\$606.71	
30 yard plus Disposal Fee	\$679.14	\$692.72	
<b>Pickup Two Times Per Week</b>	<b>Monthly Rate</b>	<b>Monthly Rate</b>	
1 yard	\$126.87	\$129.41	
1 ½ yard	\$161.48	\$164.71	
2 yard	\$196.10	\$200.02	
3 yard	\$294.38	\$300.27	
4 yard	\$336.51	\$343.24	
6 yard	\$505.23	\$515.33	
20 yard plus Disposal Fee	\$900.37	\$918.38	
30 yard plus Disposal Fee	\$1,044.96	\$1,065.86	

CONTAINER SERVICE (Continued)		AMOUNT	Proposed Increase
Pickup Three Times Per Week	Monthly Rate	Monthly Rate	Monthly Rate
1 yard	\$166.54	\$168.85	
1 ½ yard	\$218.23	\$222.59	
2 yard	\$270.88	\$276.30	
3 yard	\$413.34	\$421.61	
4 yard	\$466.34	\$474.65	
6 yard	\$675.22	\$688.72	
<b>Pickup Four Times Per Week</b>	<b>Monthly Rate</b>	<b>Monthly Rate</b>	
1 yard	\$229.67	\$234.16	
1 ½ yard	\$297.60	\$293.35	
2 yard	\$345.62	\$352.53	
3 yard	\$532.62	\$543.27	
4 yard	\$592.90	\$604.79	
6 yard	\$845.22	\$862.12	
<b>Pickup Five Times Per Week</b>	<b>Monthly Rate</b>	<b>Monthly Rate</b>	
1 yard	\$300.21	\$306.21	
1 ½ yard	\$360.36	\$367.57	
2 yard	\$420.49	\$428.90	
3 yard	\$651.39	\$664.42	
4 yard	\$707.68	\$721.83	
6 yard	\$1,186.55	\$1,210.28	

Pickup Six Times Per Week		Monthly Rate	Monthly Rate
1 yard	\$377.53	\$385.08	
1 1/2 yard	\$436.39	\$445.12	
2 yard	\$495.22	\$505.12	
3 yard	\$770.24	\$785.64	
4 yard	\$847.83	\$864.79	
6 yard	\$1,296.11	\$1,322.03	
<b>Commercial Drop Box Collections</b>			
<b>Size</b>	<b>Delivery Fee</b>	<b>Haul Rate</b>	<b>Daily Rental</b>
10 yard	\$31.64 \$32.24	\$109.17- \$111.35	\$2.11 \$2.15
20 yard	\$31.64 \$32.24	\$131.02- \$133.64	\$3.16 \$3.22
30 yard	\$31.64 \$32.24	\$152.87- \$155.93	\$2.11 \$2.15
40 yard	\$31.64 \$32.24	\$174.71- \$178.20	\$2.11 \$2.15
<b>Temporary Collection Pickup One Time Per Week</b>		<b>Per Week Rate</b>	<b>Proposed Increase Per Week Rate</b>
1 yard		\$18.74	\$19.11
1 1/2 yard		\$22.71	\$23.16
2 yard		\$26.69	\$27.22
3 yard		\$40.78	\$41.60
4 yard		\$48.96	\$49.94
6 yard		\$63.25	\$64.52
<b>Compactor Collection</b>		<b>Collection Rate</b>	<b>Proposed Increase Collection Rate</b>
2 yard - once per week		\$361.09	\$368.31
2 yard - two times per week		\$722.19	\$736.63
2 yard - three times per week		\$1,083.28	\$1,104.95
20 yard -once per week	Disposal Fees Additional	\$257.19	\$262.33
20 yard -two times per week	Disposal Fees Additional	\$514.40	\$524.69
30 yard- per pickup	Disposal Fees Additional	\$287.29	\$293.04
<b>Dual Pick-up System Compactors</b>		<b>Per Pick-up Rate</b>	<b>Proposed Increase Per Pick-Up Rate</b>
20 yard	Disposal Fees Additional	\$325.83	\$332.35
30 yard	Disposal Fees Additional	\$364.06	\$371.34
<b>Pick-up and Delivery Charges</b>		<b>Per Pick-up Rate</b>	<b>Proposed Increase Per Pick-Up Rate</b>
Cart system pickup and delivery charge		\$3-15-	\$3.21
Container Service pick up and delivery for dumpsters		\$5-25-	\$5.36

**CATEGORY**

**FEE**

2% Increase  
Effective March 16, 2020

**UTILITY SERVICES:**

**Sewer Collection Rates**

Service Description Per Month	Amount	Proposed Increase
Single-family residential	\$79.65	\$81.24
Multi-residential (occupied or not)	\$67.71 per unit	\$69.06 per unit
Commercial/Business – Oct 16-April 15	Greater of \$79.65 Minimum or \$7.04 per 100 cubic feet of actual water usage	Greater of \$81.24 Minimum or \$7.18 per 100 cubic feet of actual water usage
Commercial/Business – April 16-Oct 15	Greater of \$79.65 Minimum or \$7.04 per 100 cubic feet of actual water usage	Greater of \$81.24 Minimum or \$7.18 per 100 cubic feet of actual water usage
Food Service Establishments	Charged same as Commercial/Business Rates	Charged same as Commercial/Business Rates
Motels	Charged same as Commercial/Business Rates	Charged same as Commercial/Business Rates
Schools – Oct 16-April 15	Charged same as Commercial/Business Rates	Charged same as Commercial/Business Rates
Schools – April 16-Oct 15	Charged same as Commercial/Business Rates	Charged same as Commercial/Business Rates
Industrial Rates	\$7.13 per 1000 gallons of discharge plus \$.75 per lb. of BOD plus \$.77 per lb. of TSS Minimum charge of \$79.65 (\$5.50/100 cubic feet or converted as shown to gallons)	\$7.27 per 1000 gallons of discharge plus \$.77 per lb. of BOD plus \$.79 per lb. of TSS Minimum charge of \$81.24 (\$5.61/100 cubic feet or converted as shown to gallons)

2% Increase  
Effective March 16, 2020

Storm Drain Rates

Development Classification (Defined in OMC 9.12.030)	Monthly Charge	Proposed Increase Monthly Charge
Undeveloped	NO Charge	NO Charge
Medium Development	\$4.28	\$4.37
Heavy Development	\$10.86	\$11.08
Very Heavy Development	\$16.31	\$16.64

**CATEGORY**

**FEE**

**2% Increase Effective March 16, 2020**

**UTILITY SERVICES:**

**Water Rates**

Residential Service (within the City)	Cubic Feet Minimum	Minimum Charge	Propose Increase Minimum Charge
Over Minimum 1,000cf		\$32.69	\$33.34
5/8 x 3/4 inch	1,000	\$36.06	\$36.77
3/4 inch straight	1,000	\$38.30	\$39.07
1 inch	1,000	\$53.44	\$54.51
1 1/2 inch	1,000	\$75.97	\$77.49
2 inch	1,000	\$82.64	\$84.26
3 inch	1,000	\$89.41	\$91.20
4 inch	1,000	\$121.34	\$123.77
6 inch or larger	1,000		
<b>Commercial Service (within the City)</b>	<b>Cubic Feet Minimum</b>	<b>Minimum Charge</b>	<b>Minimum Charge</b>
Over Minimum 1,000cf		\$32.69	\$33.34
5/8 x 3/4 inch	1,000	\$36.06	\$36.77
3/4 inch straight	1,000	\$38.30	\$39.07
1 inch	1,000	\$53.44	\$54.51
1 1/2 inch	1,000	\$75.97	\$77.49
2 inch	1,000	\$82.64	\$84.26
3 inch	1,000	\$89.41	\$91.20
4 inch	1,000	\$121.34	\$123.77
<b>Miscellaneous Services (within the City)</b>	<b>Minimum Charge</b>	<b>Cubic Feet Minimum</b>	<b>Cubic Feet Minimum</b>
Over Minimum 1,000cf		\$32.69	\$33.34
Multiple Dwellings	Meter size minimum plus \$13.08-\$13.34 for each additional unit	1,000 + 400 for each additional unit	1,000 + 400 for each additional unit
Multiple Businesses in one Building	Meter size minimum plus \$13.08-\$13.34 for each additional business	1,000 + 400 for each additional business	1,000 + 400 for each additional business
Motels (units occupied or not)	Meter size minimum plus \$9.81-\$10.01 per unit	1,000 + 300 for each additional unit	1,000 + 300 for each additional unit

**After Hours Call Out** \$80.00

**Shut off fee-Delinquent Accts** \$40.00

Hydrant Meter Permit (non-refundable)	\$50.00
Hydrant Meter Damage Deposit (Refundable upon return of meter device, complete and in good condition, and payment received for all water and meter rental charges)	\$150.00
Hydrant Meter Rental Charge	\$5.00 per day

Deposit Required for Meter Testing	Charge
5/8 x 3/4 inch	\$30.00
1 inch	\$50.00
1 1/2 inch	\$60.00
2 inch	\$70.00